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Attorneys for Creditor  
SHARP ELECTRONICS CORPORATION

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION**

In re:

THE LITIGATION PRACTICE GROUP,  
P.C.,

Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**MOTION OF SHARP ELECTRONICS  
CORPORATION, PURSUANT  
TO 11 U.S.C. § 503(b) FOR ALLOWANCE  
OF AN ADMINISTRATIVE  
CLAIM; MEMORANDUM OF POINTS  
AND AUTHORITIES;  
AND DECLARATIONS OF DALE  
WEDGE AND CHRIS PATTERSON**

Judge: Honorable Scott C. Clarkson

Hearing Date: January 19, 2024

Time: 11:00 a.m.

Place: Courtroom 5C

411 W. Fourth Street

Santa Ana, CA 92701

TO: THE HONORABLE SCOTT C. CLARKSON, BANKRUPTCY JUDGE, AND ALL  
INTERESTED PARTIES:

Sharp Electronics Corp (including its division, Sharp Business Systems of Southern  
California) (hereafter, collectively, "Sharp") files this motion, pursuant to 11 U.S.C. § 503(b) for  
allowance of an administrative claim ("Motion").

The Motion is based on this Motion, the attached Memorandum of Points and Authorities,

1 the attached Declaration of Christopher Patterson, the attached Declaration of Dale Wedge, and  
2 the pleadings and papers on file in this case.

3 For the reasons set forth in the attached Memorandum of Points and Authorities, the Court  
4 should enter its order allowing Sharp an administrative claim in the amount of \$132,526.53.

5 DATED: November 28, 2023

Respectfully submitted,

6 BRIAN L. HOLMAN  
7 MUSICK, PEELER & GARRETT LLP

8 By: /s/ Brian L. Holman  
9 Brian L. Holman  
Attorneys for Sharp Electronics Corporation

**MEMORANDUM OF POINTS AND AUTHORITIES**

Sharp Electronics Corporation (including its division, Sharp Business Systems of Southern California) (hereafter, collectively, “**Sharp**”), creditor and vendor of the above-captioned debtor, The Litigation Practice Group P.C. (“**Debtor**” or “**LPG**”), submits the following Memorandum of Points and Authorities in support of its Motion for Allowance of Administrative Claim (“**Motion**”).

**I. INTRODUCTION**

Sharp provided various technology-related services described below to the Debtor both pre-petition and post-petition. The Debtor filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101, et seq.) on March 20, 2023 (“**Petition Date**”). As of the Petition Date, the Debtor had failed to pay Sharp for services provided pre-petition. After receiving notice of the Debtor’s bankruptcy filing, Sharp reached out to the Debtor to determine its intentions with respect to its contracts with Sharp and when Sharp could expect payments for post-petition services. Sharp was contacted by a representative of the Debtor with whom it had dealt pre-petition concerning a potential modification to the Debtor’s contracts with the Debtor. The Debtor’s representative did not seek the rejection or termination of its contracts with Sharp, and was especially concerned that no actions be taken by Sharp that would result in the destruction of the Debtor’s e-mails. Communications from the Debtor were sporadic at best, and no agreement was ever reached. Sharp’s counsel reached out to the Debtor’s counsel on several occasions to discuss the Debtor’s intentions with respect to its contracts with Sharp but received no response.

Richard A. Marshack (“**Trustee**”) accepted his appointment as the Chapter 11 Trustee in this case on May 8, 2023. Following the Trustee’s appointment, Sharp reached out to his counsel to determine the Trustee’s intention with respect to the Debtor’s contracts with Sharp. By Order dated July 22, 2023, this Court granted the Trustee’s motion for an order authorizing the sale of substantially all of the Debtor’s assets. [ECF No.320] Inter alia, the sale order approved a procedure for the assumption or rejection of the Debtor’s contracts. Initially, the Trustee’s counsel advised Sharp’s counsel that a decision had not been made as to the disposition of the Debtor’s

1 contracts with Sharp. On August 25, 2023, counsel the Trustee had advised Sharp that the  
2 Debtor's contracts would not be assumed and assigned as part of the sale and that Sharp was no  
3 longer obligated to provide services thereunder. Only at that point did Sharp cease providing  
4 services to the Debtor; Sharp had previously continued providing services to the Debtor since the  
5 Petition Date. See the Declaration of Dale Wedge (**Wedge Decl.**), *infra*, at ¶3, and the Declaration  
6 of Chris Patterson (**"Patterson Decl."**), at ¶4.

## 7 **II. STATEMENT OF FACTS**

8 On or about November 10, 2020, Sharp and the Debtor entered into a UCaaS Solution—  
9 Purchase Option agreement, which was subsequently supplemented by twelve addenda.  
10 (collectively, **"UCaaS Agreement"**). A true and correct copy of the UCaaS Agreement is  
11 attached to the Patterson Decl., *infra*, at ¶2. As of the Petition Date, the twelfth addendum was the  
12 operating addendum. *Id.* By the UCaaS Agreement, Sharp agreed to host a Unified  
13 Communications (VOIP) solution including GoToConnect, Local DID and Toll Free DID services  
14 and to provide the Debtor with certain related installation, training, consultation and project  
15 management services as set forth therein, together with certain related equipment. Sharp provided  
16 the Debtor with the services and equipment required by the UCaaS Agreement at all times  
17 between the Petition Date and August 25, 2023. *Id.* at ¶3. Pursuant to the UCaaS Agreement, Sharp  
18 charged the Debtor \$5,137.32 for services provided thereunder for the months of April through  
19 August of this year. *Id.*, at ¶4. The Debtor has not paid any of those charges. *Id.*, Consequently,  
20 the Debtor is indebted to Sharp in the amount of \$5,137.32 for services and equipment provided  
21 under the UCaaS Agreement between the Petition Date and August 25, 2023. *Id.*

22 On or about July 1, 2021, Sharp and the Debtor entered into an agreement (**"MITS**  
23 **Agreement"**), pursuant to which Sharp agreed to provide, *inter alia*, telephone and e-mail services  
24 to the Debtor. A true and correct copy of the MITS Agreement is attached to the Wedge Decl.,  
25 *infra*, at ¶2. Sharp continued to provide the Debtor with the services required under the MITS  
26 Agreement at all times from the Petition Date through August 25, 2023. *Id.* at ¶3. A Customer  
27 Statement summarizing Sharp's charges to the Debtor under the MITS Agreement is attached to  
28 the Wedge Decl., *infra*, at ¶3. The Debtor has not paid any of those charges. *Id.*, at ¶3.



1 Accordingly, the sum of \$127,389.21 is due and owing from the Debtor to Sharp for post-petition  
2 services Sharp provided pursuant to the MITS Agreement. Id.

### 3 **III. RELIEF REQUESTED**

4 Sharp respectfully requests that the Court allow it an administrative expense claim  
5 pursuant to 11 U.S.C. §503(b) in the amount of \$132,526.53 as set forth above. Sharp also  
6 respectfully requests that the Court allow it such further relief to which it shows itself entitled.

### 7 **IV. LEGAL ARGUMENT**

8 Pursuant to 11 U.S.C. §503(a), a vendor like Sharp may file a request for payment as an  
9 administrative expense for services provided to the debtor post-petition. A vendor like Sharp is  
10 entitled to payment of actual and necessary costs and expenses of preserving the debtor's estate.  
11 11 U.S.C. §503(b). It is well settled that claims for "actual, necessary costs and expenses of  
12 preserving" an estate are administrative expenses under § 503(b)(1) of the Bankruptcy Code and  
13 are entitled, under § 507, to be paid before other general unsecured claims.

14 The list of expenses qualifying for administrative expense priority under § 503(b)(1),  
15 however, is neither exhaustive nor complete. See *In re Lazar*, 207 B.R. 668, 674 (Bankr. C.D. Cal.  
16 1997), and in the Ninth Circuit, bankruptcy courts have broad discretion in determining whether to  
17 award administrative expense priority to claims. See *Dant & Russell*, 853 F.2d at 707 (9th Cir.  
18 1998). The basic requirements for administrative expense treatment under § 503(b)(1)(A) are (1)  
19 the claim arose post-petition, (2) the claim arose from a transaction with the trustee or debtor-in-  
20 possession or that the claimant gave consideration to the trustee or debtor-in-possession, (3) the  
21 claim directly and substantially benefited the estate. In *re DAK Indus., Inc.*, 66 F.3d 1091, 1094  
22 (9th Cir. 1995); In *re Ambercrombie*, 139 F.3d 755, 757 (9th Cir. 1998); In *re Sierra Pac.*  
23 *Broadcasters*, 185 B.R. 575, 579 (9th Cir. 1995).

24 It cannot be denied that the services Sharp provided to the Debtor pursuant to the UCaaS  
25 and MITS services constitute actual and necessary costs and expenses of the Debtor's estate. They  
26 consisted of the telephone and e-mail services used by most businesses. Sharp continued to  
27 provide such services to the Debtors to and including August 25, 2023. To do so, Sharp was  
28 required to incur expenses from its own vendors. Wedge Decl. at ¶4. In point of fact, the

1 automatic stay provisions of the Bankruptcy Code prohibited Sharp from unilaterally terminating  
2 the Sharp Contracts and ceasing to provide services to the Debtor (and, later, the Trustee)  
3 thereunder. 11 U.S.C. § 362(a)(3). Moreover, had Sharp terminated the MITS Agreement and  
4 ceased providing services thereunder, the Debtor's stored e-mails would have been destroyed  
5 immediately, thereby depriving the Debtor of the information they contained. Wedge Decl., at ¶4.

6 Because Sharp did not terminate the services it provided the Debtor (and, later, the  
7 Trustee), the Debtor and, subsequently, the Trustee, enjoyed the availability of those services. In  
8 other words, the Debtor's received value from Sharp continuing to provide services under the  
9 MITS and UCaaS Agreements. Indeed, the one representative of the Debtor who contacted Sharp  
10 after the Petition date sought to preserve the Debtor's e-mails, something that would not have  
11 happened had the MITS Agreement been terminated. Moreover when marketing the Debtor's  
12 business, the Trustee was able to point to the Sharp Contracts as an asset that could be assigned to  
13 the purchaser.

14 Sharp did not terminate the UCaaS and MITS Agreements until the Trustee's counsel  
15 advised that they would not be assumed by the Trustee and assigned to the purchaser. The Trustee  
16 wanted the Sharp Contracts to remain in place pending his sale of the Debtor's assets and the  
17 decision by the purchaser whether to take an assignment of the Sharp Contracts. Under the  
18 circumstances, therefore, by continuing to provide services to the Debtor and, subsequently, to the  
19 Trustee under the Sharp Contracts following the Petition Date, Sharp benefitted to the Debtor's  
20 estate entitling it to the allowance of an administrative priority expense claim in the amount of  
21 \$132,526.53.

## 22 V. CONCLUSION

23 For the foregoing reasons, Sharp respectfully requests that the Court enter an Order  
24 allowing it an administrative expense claim in the amount of \$132,526.53 pursuant to 11 U.S.C. §  
25 503(b). Sharp further requests the Court award it such other and additional relief to which it  
26 shows itself entitled.

1 Dated: November 28, 2023

Respectfully submitted,

2 BRIAN L. HOLMAN  
3 MUSICK, PEELER & GARRETT LLP

4 By: /s/ Brian L. Holman  
5 Brian L. Holman  
6 Attorneys for Sharp Electronics Corporation  
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**DECLARATION OF CHRIS PATTERSON**

I, Chris Patterson, hereby declare as follows:

1. I am the Senior National Manager for Unified Commercial Solutions of Sharp Business Systems, which is a division of Sharp Electronics Corporation (“**Sharp**”). I know each of the following facts to be true of my own personal knowledge, or have learned them in the course of performing my duties at Sharp, and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the Motion of Sharp Electronics Corporation, Pursuant to 11 U.S.C. §503(b) for Allowance of an Administrative Claim (“**Motion**”). Any term not specifically defined herein shall have the meaning provided in the Motion.


2. On or about November 10, 2020, Sharp and the Debtor entered into a UCaaS Solution—Purchase Option agreement, which was subsequently supplemented by twelve addenda. (collectively, “**UCaaS Agreement**”). A true and correct copy of the UCaaS Agreement is attached hereto as consolidated Exhibit A. As of March 30, 2023, the twelfth addendum was the operating addendum.

3. By the UCaaS Agreement, Sharp agreed to host a Unified Communications (VOIP) solution including GoToConnect, Local DID and Toll Free DID services and to provide the Debtor with certain related installation, training, consultation and project management services as set forth therein, together with certain related equipment.

4. Sharp provided the Debtor with the services and equipment required by the UCaaS Agreement at all times between the Petition Date and August 25, 2023. Pursuant to the UCaaS Agreement, Sharp charged the Debtor \$5,213.79 for services provided thereunder for the months of April through August of this year. The Debtor has not paid any of those charges. Consequently, the Debtor is indebted to Sharp in the amount of \$5,213.79 for services and equipment provided under the UCaaS Agreement between March 20, 2023 and August 25, 2023. Those charges are included in the Customer Statement attached hereto as Exhibit C.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of November, 2023, at Kingsport, Tennessee.



Chris Patterson

01/

**DECLARATION OF DALE WEDGE**

I, Dale Wedge, hereby declare as follows:

1. I am the Branch President of Sharp Business Systems of Southern California, which is a division of Sharp Electronics Corporation (“**Sharp**”). I know each of the following facts to be true of my own personal knowledge, or have learned them in the course of performing my duties at Sharp, and, if called as a witness, I could and would competently testify with respect thereto. I make this declaration in support of the Motion of Sharp Electronics Corporation, Pursuant to 11 U.S.C. §503(b) for Allowance of an Administrative Claim (“**Motion**”). Any term not specifically defined herein shall have the meaning provided in the Motion.

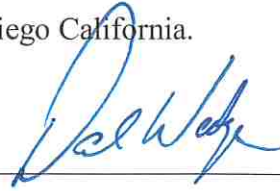
2. On or about July 1, 2021, Sharp and the Debtor entered into an agreement (“**MITs Agreement**”), pursuant to which Sharp agreed to provide, inter alia, telephone and e-mail services to the Debtor described therein. A true and correct copy of the documents currently constituting the MITs Agreement are attached hereto as consolidated Exhibit A.

3. Sharp continued to provide the Debtor with the services required under the MITs Agreement at all times from March 20, 2023 through August 25, 2023. During that time, Sharp incurred significant charges from its own vendors to provide those services. A Customer Statement summarizing Sharp’s charges to the Debtor under the UCaaS and MITs Agreements is attached hereto as Exhibit C. The Debtor has not paid any of those charges. Accordingly, the sum of \$127,329.89 is due and owing from the Debtor to Sharp for post-petition services Sharp provided pursuant to the MITs Agreement.

4. After the Debtor filed its bankruptcy petition, Sharp was in contact with the Debtor concerning the Debtor’s intentions with respect to its contracts with Sharp and the payment by the Debtor for post-petition services. A representative of the Debtor contacted Sharp about revising the Debtor’s contracts with Sharp to reduce some services. However, the representative did not request that Sharp terminate those contracts, because termination and cessation of performance under the contracts would destroy the Debtor’s e-mail. Communications between Sharp and the Debtor were sporadic at best, and an agreement was never reached.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of November, 2023, at San Diego California.

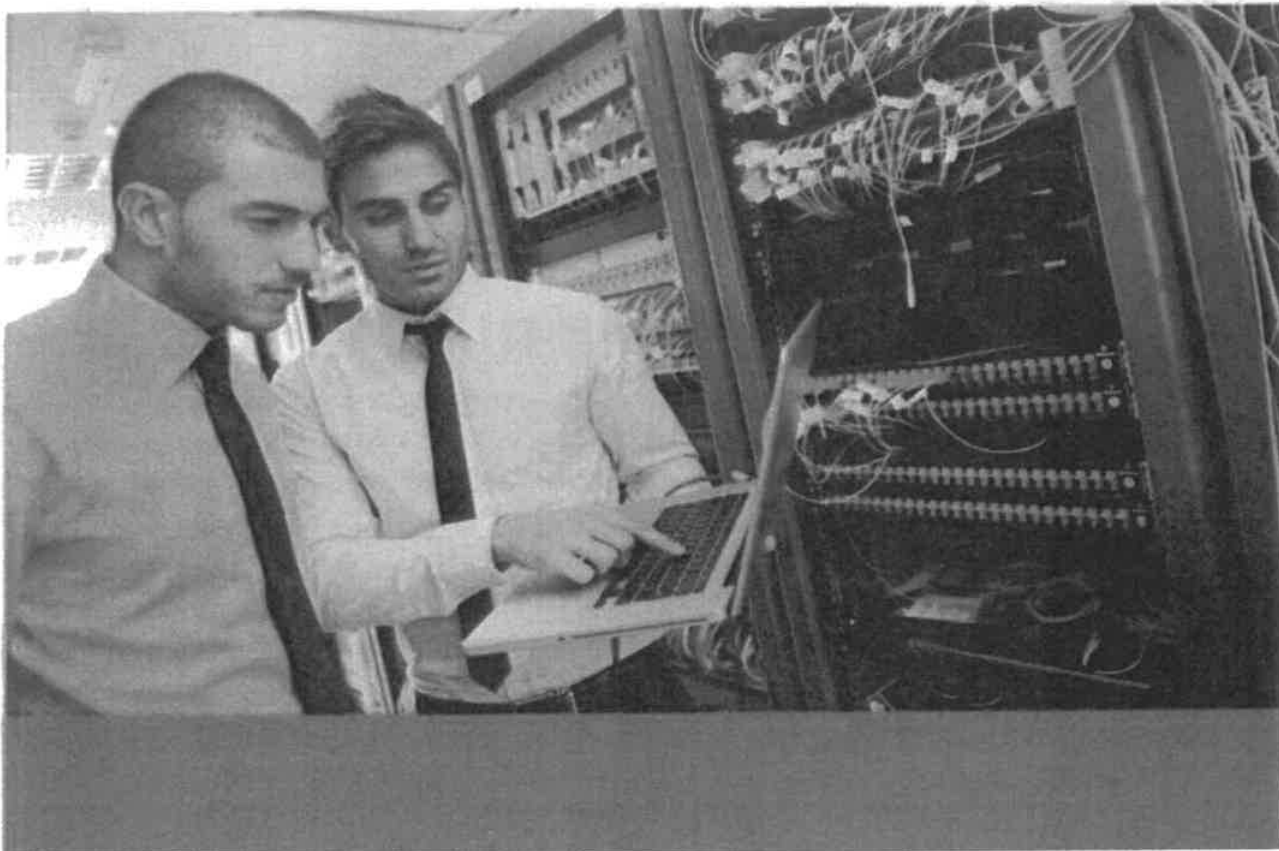


Dale Wedge

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# EXHIBIT A



**SHARP.****SHARP BUSINESS SYSTEMS**

**The Litigation Practice Group, PC - UCaaS Solution - Purchase Option  
QUO-34257-S2W5V6**

**Prepared By:**

**Nick Dreyfus, Sharp Business Systems**

**Proposal Date: 11/10/2020**

**SHARP.****SHARP BUSINESS SYSTEMS**

**Prepared For**

Tony Diab  
The Litigation Practice Group, PC  
1531 Calle Avanzado, Suite 4  
San Clemente, CA, 92673  
949-715-0644

**Prepared By**

101 Med Tech Parkway | Suite 307  
Johnson City, TN 37604  
423.282.4220  
888.525.4220  
fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months beginning on the date of installation for the devices listed in Appendix A or on the date signed by both parties, whichever is earlier. DATE: \_\_\_\_\_

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

- ii. **All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.**
  - iii. **All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.**
- 4. Services NOT covered:**
- i. **Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.**
  - ii. **Hardware, software, or services not expressly defined as covered within this agreement.**
- 5. The Client agrees to:**
- i. **The following taxes and fees in addition to the schedule 1 agreement::**
    - a. **Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing**
    - b. **Federal FCC, Universal Service Charges, and other federal regulatory fees**
  - ii. **Contact the Provider for service by**
    - a. **Phoning 877-548-3003 for Logmein/ Jive initial support 8:00 AM to 8:00 PM EST**
    - b. **Contact the local SHARP Branch support or vCIO for consultative or network support**
    - c. **Escalating service process through vCIO explaining the issue in detail.**
    - d. **vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.**


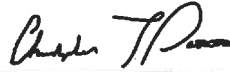
### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Service	JiveUser	Hosted Phone Users	15	Monthly		
2	Service	DidUser	Did Numbers	2	Monthly		
6	Service	TollDidUser	Toll Free DID Numbers	1	Monthly		
3	Service	NumberofPorts	Number of Ports (phone numbers being moved from another carrier)	3	One Time		
4	Service	SetupFee	One Time Set Up Fee for Installation, Configuration and Training	1	One Time		
5	Hardware	SIP-T54W_AC	Yealink T54W deskset with Power supply (7" color screen)	15	One Time		
6	Hardware	981-000871	Logitech Zone Wired Headset-Microsoft Teams Certified with Teams Control Features	15	One Time		
Total One Time Price							\$4,200.00

Total Per Hour Price	\$0.00
Total Monthly Service Price	\$333.25
Total Annual Service Price	\$0.00

Total Monthly Leased Price	\$0.00
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Proposed Solution includes installation, programming, training, and hosting of a Unified Communication (VOIP) solution with 15 GoToConnect Users, 2 Local DIDs, and 1 Toll Free DID. Includes GoToConnect user seats (voice & video) with voicemail to email for all extensions. Includes customer purchase of equipment as listed in Schedule #1, as well as labor for consultation, project management, installation, training, and carrier port fees included as the one-time Set Up Fee for Onboarding, Installation & Training. Assumes use of existing data cabling, or billed separately as requested.

	<u>11-10-2020</u>		<u>11.10.20</u>
Client Authorizing Signature	Date	Sharp Authorizing Signature	Date

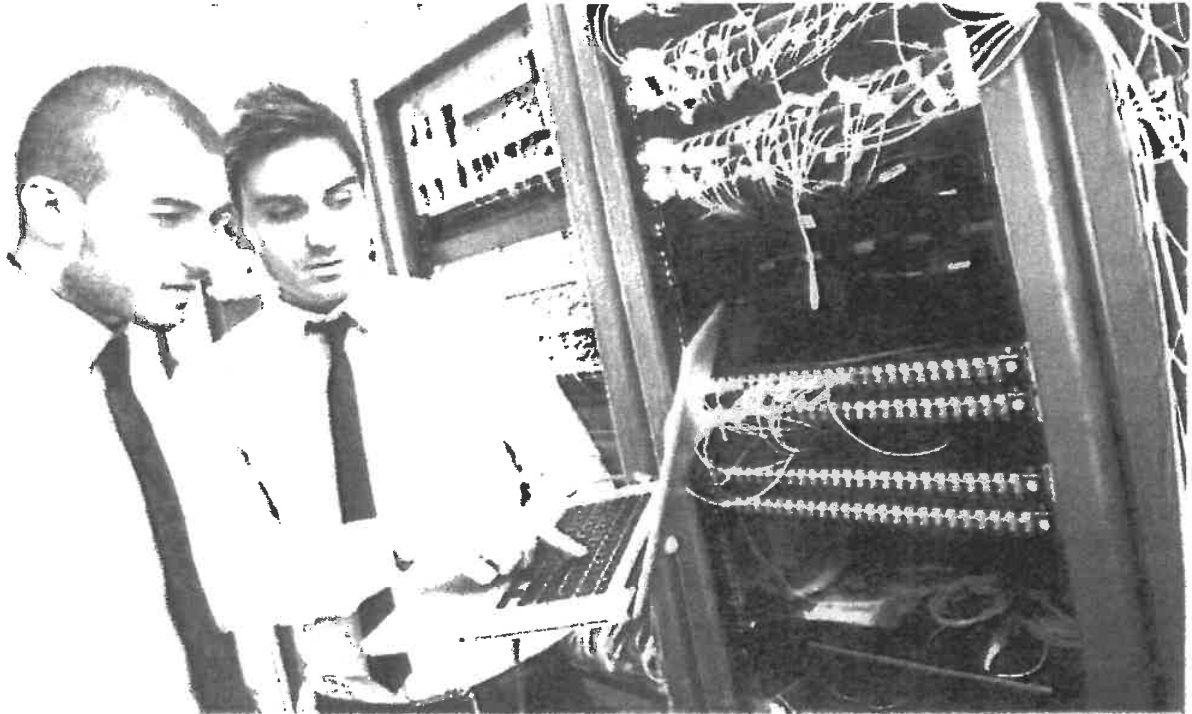
**Appendix A - Hardware Inventory List**

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	Handset	Yealink	T54W w/Power Supply			
2	Handset	Yealink	T54W w/Power Supply			
3	Handset	Yealink	T54W w/Power Supply			
4	Handset	Yealink	T54W w/Power Supply			
5	Handset	Yealink	T54W w/Power Supply			
6	Handset	Yealink	T54W w/Power Supply			
7	Handset	Yealink	T54W w/Power Supply			
8	Handset	Yealink	T54W w/Power Supply			
9	Handset	Yealink	T54W w/Power Supply			
10	Handset	Yealink	T54W w/Power Supply			
11	Handset	Yealink	T54W w/Power Supply			
12	Handset	Yealink	T54W w/Power Supply			
13	Handset	Yealink	T54W w/Power Supply			
14	Handset	Yealink	T54W w/Power Supply			
15	Handset	Yealink	T54W w/Power Supply			
16	Headset	Logitech	Teams Certified Headset			
17	Headset	Logitech	Teams Certified Headset			
18	Headset	Logitech	Teams Certified Headset			
19	Headset	Logitech	Teams Certified Headset			
20	Headset	Logitech	Teams Certified Headset			
21	Headset	Logitech	Teams Certified Headset			
22	Headset	Logitech	Teams Certified Headset			

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27	Headset	Logitech	Teams Certified Headset
28	Headset	Logitech	Teams Certified Headset
29	Headset	Logitech	Teams Certified Headset
30	Headset	Logitech	Teams Certified Headset

  
INITIAL

**SHARP BUSINESS SYSTEMS**



**The Litigation Practice Group, PC - UCaaS Addendum One: Additional 5 Users and Handsets  
QUO-34758-G7F3N5**

Prepared By:  
Chris Patterson, Sharp Business Systems

Proposal Date: 12/1/2020

**SHARP BUSINESS SYSTEMS**





- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
- 4. Services NOT covered:
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  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
- 5. The Client agrees to:
  - i. The following taxes and fees in addition to the schedule 1 agreement::
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for Logmein/ Jive initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
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2	Hardware	981-000871	Logitech Zone Wired Headset-Microsoft Teams Certified with Teams Control Features	5	One Time		
3	Hardware	SIP-T54W_AC	Yealink T54W Desk Set with Power supply (4.3" color screen)	5	One Time		
<b>Total One Time Price</b>							<b>\$1,550.00</b>

<b>Total Per Hour Price</b>	<b>\$0.00</b>
<b>Total Monthly Service Price</b>	<b>\$445.00</b>
<b>Total Annual Service Price</b>	<b>\$0.00</b>

<b>Total Monthly Leased Price</b>	<b>\$0.00</b>
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UCaaS Addendum One: Adding 5 New GoToConnect Users. Contract will increase from 15 GoToConnect Users and 3 DIDs at \$335.25 per month to 20 GoToConnect Users and 3 DIDs at \$445.00 per month.

 12/3/2020  
Client Authorizing Signature Date

David A. Burke 12/04/2020  
Sharp Authorizing Signature Date

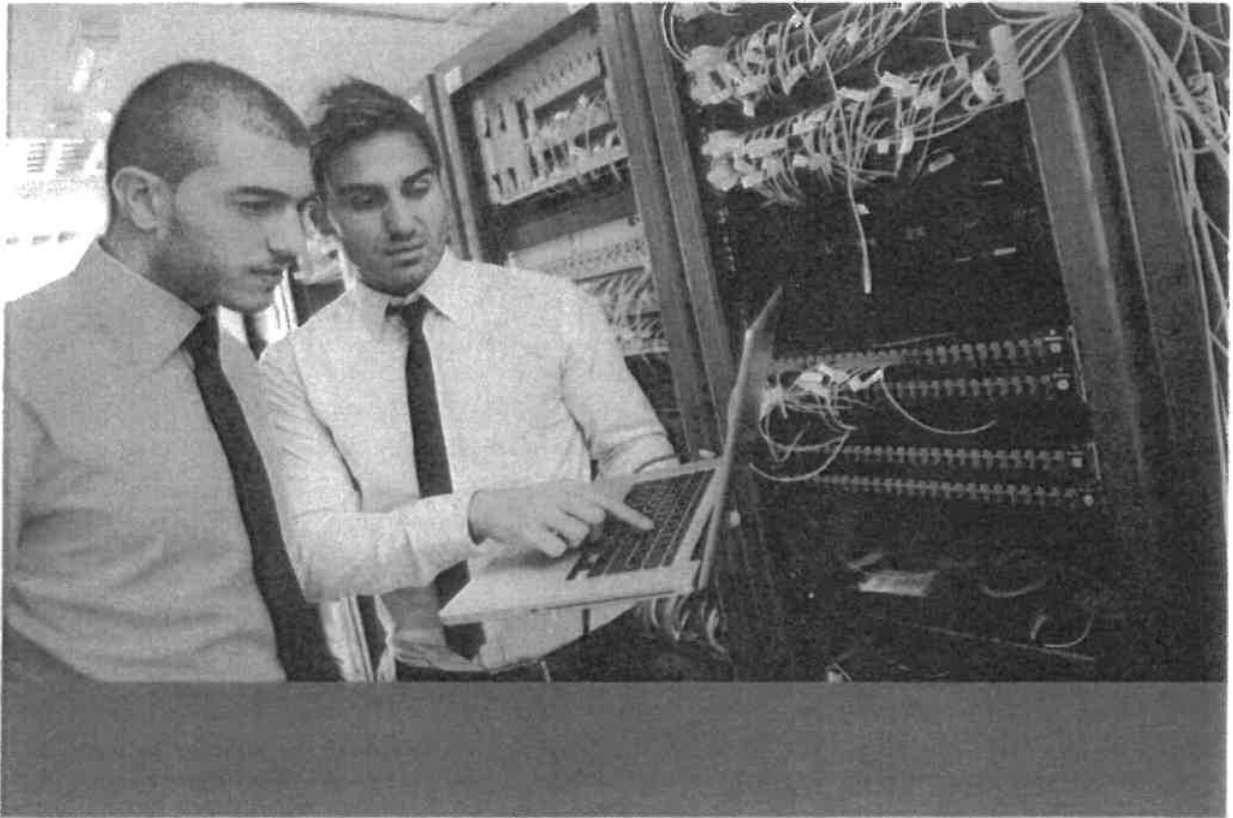
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	Handset	Yealink	T54W w/Power Supply			
	Handset	Yealink	T54W w/Power Supply			
	Headset	Logitech	Wired Headset for Teams			
	Headset	Logitech	Wired Headset for Teams			
	Headset	Logitech	Wired Headset for Teams			
	Headset	Logitech	Wired Headset for Teams			
	Headset	Logitech	Wired Headset for Teams			

  
INITIAL

**SHARP.**

**SHARP BUSINESS SYSTEMS**



**The Litigation Practice Group, PC - UCaaS Addendum Two: Additional 5 Users**

Prepared By:  
Alex Collins, Sharp Business Systems

Proposal Date: 1/21/2021

**SHARP.**

**SHARP BUSINESS SYSTEMS**

USA-SEC-2020-SBS-00004.1  
v. 2020.1.1

**Prepared For**

Tony Diab  
The Litigation Practice Group, PC  
1531 Calle Avanzado, Suite 4  
San Clemente, CA 92673  
949-715-0644

**Prepared By**

101 Med Tech Parkway | Suite 307  
Johnson City, TN 37604  
423.282.4220  
888.525.4220  
fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months beginning on the date of installation for the devices listed in Appendix A or on the date signed by both parties, whichever is earlier. DATE: \_\_\_\_\_

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable Internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

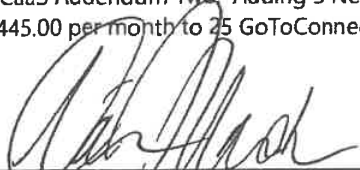
1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services Including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (If provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
4. Services NOT covered:
- i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
5. The Client agrees to:
- i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for Logmein/ Jive Initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Service	JiveUser	Hosted Phone Users	5	Monthly		
Total Monthly Service Price							\$554.75

UCaaS Addendum Two: Adding 5 New GoToConnect Users. Contract will increase from 20 GoToConnect Users and 3 DIDs at \$445.00 per month to 25 GoToConnect Users and 3 DIDs at \$554.75 per month.

  
Client Authorizing Signature  
Date 1-21-2021

  
David A. Burke  
Sharp Authorizing Signature  
Date 01/22/2021

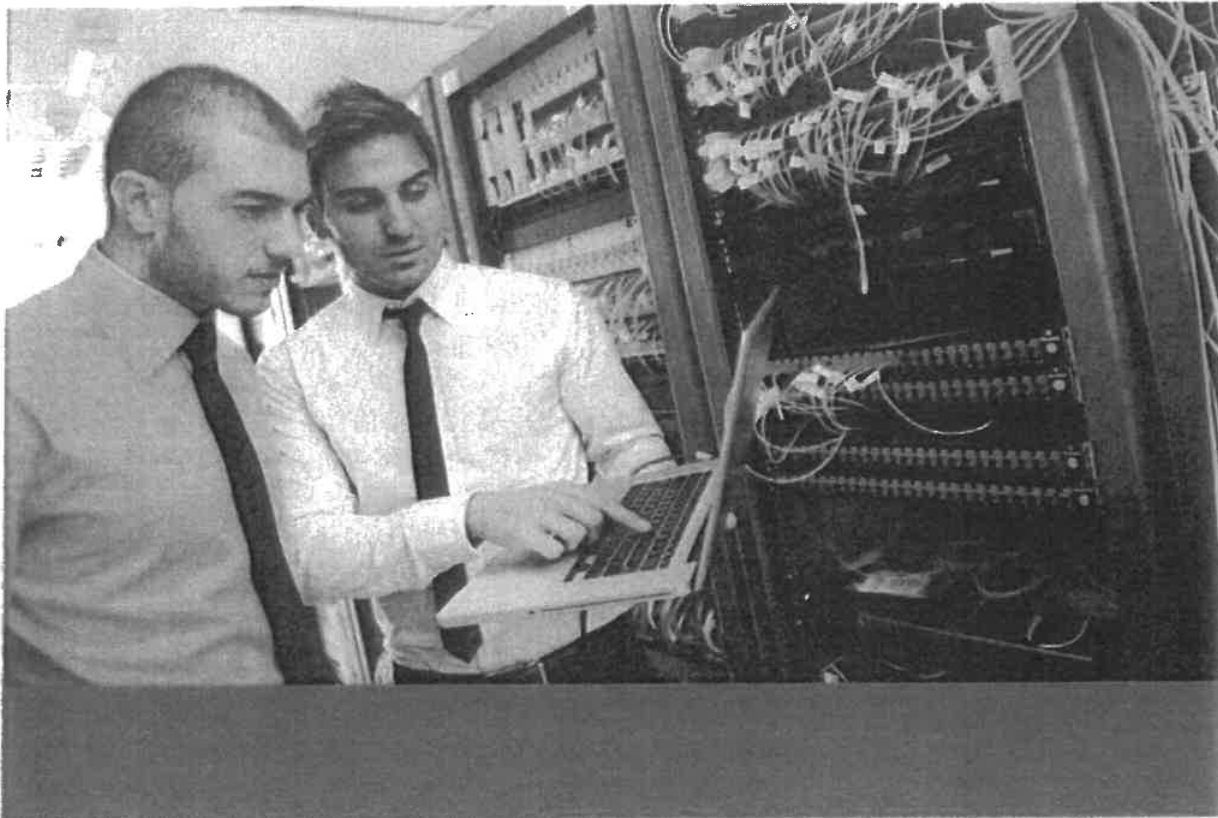
INITIAL

USA-SEC-2020-SBS-00004.1  
v. 2020.1.1



**SHARP.**

**SHARP BUSINESS SYSTEMS**



**The Litigation Practice Group, PC – UCaaS Addendum Three: Adding 15 Users**

**Prepared for:**

**Tony Diab**

**The Litigation Practice Group**

**1531 Calle Avanzado, Suite 4**

**San Clemente, CA 92673**

**Prepared By:**

**David Burke for Matt Buchner, Nick Dreyfus, Sharp Business Systems**

**Proposal Date: February 4, 2021**

**SHARP.**

**SHARP BUSINESS SYSTEMS**

**Prepared For**

Tony Diab  
The Litigation Practice Group

**Prepared By**

David Burke  
Sharp Business Systems TN

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months beginning on the date of installation for the devices listed in Appendix A or on the date signed by both parties, whichever is earlier. DATE: \_\_\_\_\_

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services Including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (If provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.
  - ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.

- iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
- 4. Services NOT covered:
  - i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
- 5. The Client agrees to:
  - i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for Logmein/ Jive Initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect User Seats	15			
2	Purchase	Hardware	SIP-T54W_AC Color Screen Deskset with Power adapter	15			
5	Purchase	Headset	Voyager 5200 Bluetooth Headset	15			
Total One Time Price							\$6,150.00

Total Per Hour Price	
Total Monthly Service Price	\$884.00
Total Annual Service Price	

Total Monthly Leased Price	
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UCaaS Addendum Three: Adding 15 New GoToConnect Users. Contract will increase from 25 GoToConnect Users and 2 Local DIDs and 1 Toll Free DID at 554.75 to 40 GoToConnect Users 2 Local DIDs and 1 Toll Free DID at 884.00

	<u>2/9/2021</u>	<u>David A. Burke</u>	<u>02/10/2021</u>
Client Authorizing Signature	Date	Sharp Authorizing Signature	Date

**Appendix A - Hardware Inventory List**

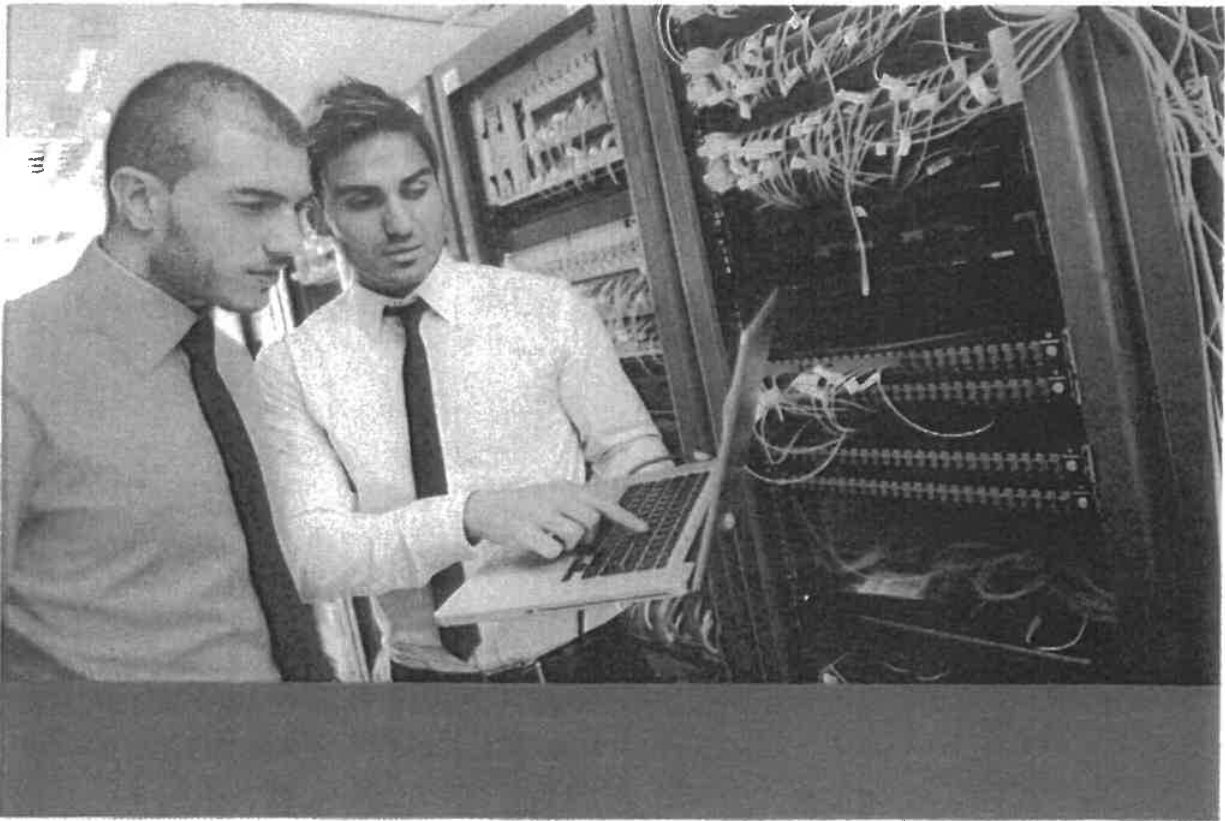
#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	SIP	Yealink	T54W w/Power Supply			
2	SIP	Yealink	T54W w/Power Supply			
3	SIP	Yealink	T54W w/Power Supply			
4	SIP	Yealink	T54W w/Power Supply			
5	SIP	Yealink	T54W w/Power Supply			
6	SIP	Yealink	T54W w/Power Supply			
7	SIP	Yealink	T54W w/Power Supply			
8	SIP	Yealink	T54W w/Power Supply			
9	SIP	Yealink	T54W w/Power Supply			
10	SIP	Yealink	T54W w/Power Supply			
11	SIP	Yealink	T54W w/Power Supply			
12	SIP	Yealink	T54W w/Power Supply			
13	SIP	Yealink	T54W w/Power Supply			
14	SIP	Yealink	T54W w/Power Supply			
15	SIP	Yealink	T54W w/Power Supply			
16	Headset	Poly	Voyager Focus Headset			
17	Headset	Poly	Voyager Focus Headset			
18	Headset	Poly	Voyager Focus Headset			
19	Headset	Poly	Voyager Focus Headset			
20	Headset	Poly	Voyager Focus Headset			
21	Headset	Poly	Voyager Focus Headset			
22	Headset	Poly	Voyager Focus Headset			

23	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
24	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
25	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
26	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
27	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
28	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
29	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset
30	Headset	Poly	Voyager Focus Headset	Headset	Poly	Voyager Focus Headset

INITIAL

**SHARP.**

**SHARP BUSINESS SYSTEMS**



**The Litigation Practice Group, PC – UCaaS Addendum Four: Adding 10 Users**

**Prepared for:**

**Tony Diab**

**The Litigation Practice Group**

**1531 Calle Avanzado, Suite 4**

**San Clemente, CA 92673**

**Prepared By:**

**David Burke for Matt Buchner, Nick Dreyfus, Sharp Business Systems**

**Proposal Date: February 22, 2021**

**SHARP.**

**SHARP BUSINESS SYSTEMS**

USA-SEC-2020-SBS-00004.1  
v. 2020.1.1

**Prepared For**

Tony Diab  
The Litigation Practice Group

**Prepared By**

David Burke  
Sharp Business Systems TN

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months beginning on the date of installation for the devices listed in Appendix A or on the date signed by both parties, whichever is earlier. DATE: \_\_\_\_\_

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable Internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.
  - ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.



- iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
- 4. Services NOT covered:
  - i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
- 5. The Client agrees to:
  - i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for Logmein/ Jive Initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.


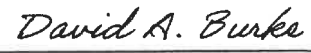
### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect User Seats	10			
2	Purchase	Hardware	SIP-T54W_AC Color Screen Deskset with Power adapter	10			
5	Purchase	Hardware	Voyager Focus Bluetooth Headset	10			
Total One Time Price							\$4,100.00

Total Per Hour Price	
Total Monthly Service Price	\$1,103.50
Total Annual Service Price	

Total Monthly Leased Price	
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UCaaS Addendum Three: Adding 10 New GoToConnect Users. Contract will increase from 40 GoToConnect Users and 2 Local DIDs and 1 Toll Free DID at \$884.00 to 50 GoToConnect Users 2 Local DIDs and 1 Toll Free DID at \$1,103.50

 Client Authorizing Signature	2/22/2021 Date	 Sharp Authorizing Signature	02/22/2021 Date
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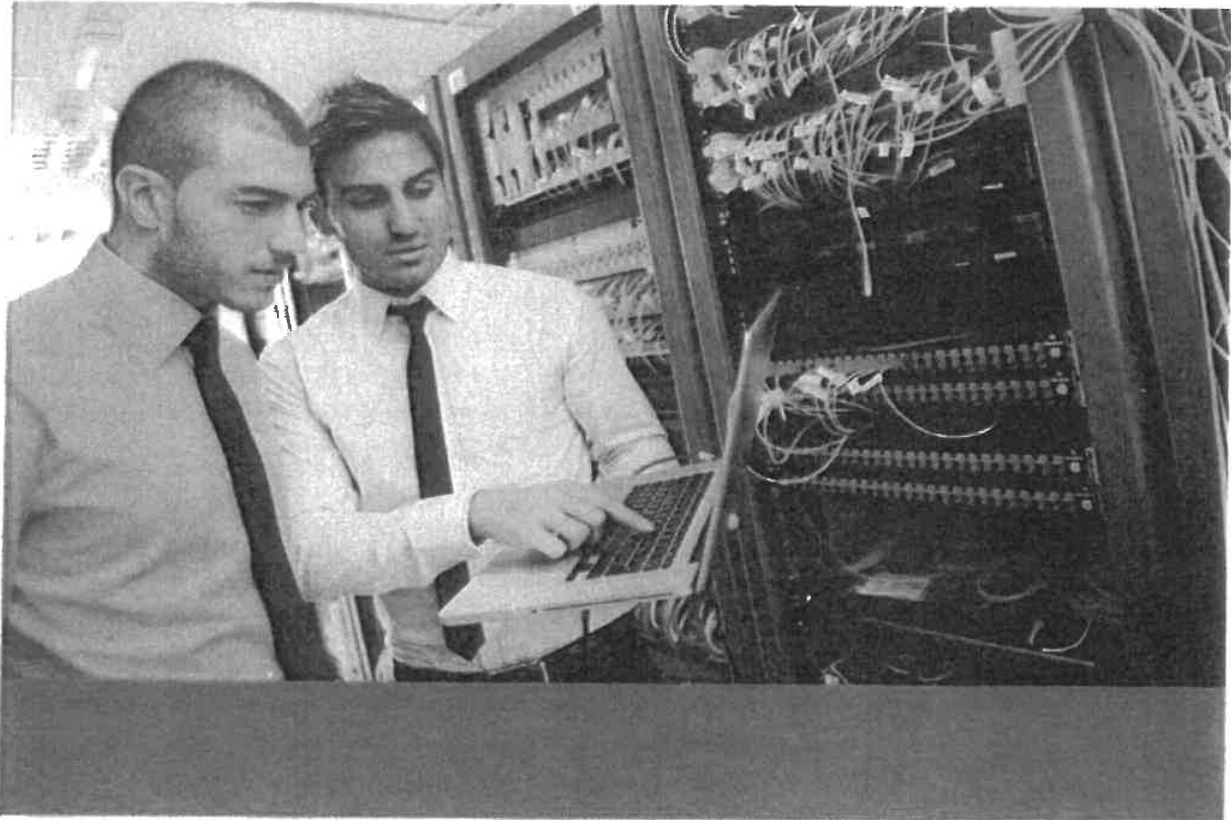
**Appendix A - Hardware Inventory List**

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	SIP	Yealink	T54W w/Power Supply			
2	SIP	Yealink	T54W w/Power Supply			
3	SIP	Yealink	T54W w/Power Supply			
4	SIP	Yealink	T54W w/Power Supply			
5	SIP	Yealink	T54W w/Power Supply			
6	SIP	Yealink	T54W w/Power Supply			
7	SIP	Yealink	T54W w/Power Supply			
8	SIP	Yealink	T54W w/Power Supply			
9	SIP	Yealink	T54W w/Power Supply			
10	SIP	Yealink	T54W w/Power Supply			
11	Headset	Poly	Voyager Focus Bluetooth Headset			
12	Headset	Poly	Voyager Focus Bluetooth Headset			
13	Headset	Poly	Voyager Focus Bluetooth Headset			
14	Headset	Poly	Voyager Focus Bluetooth Headset			
15	Headset	Poly	Voyager Focus Bluetooth Headset			
16	Headset	Poly	Voyager Focus Bluetooth Headset			
17	Headset	Poly	Voyager Focus Bluetooth Headset			
18	Headset	Poly	Voyager Focus Bluetooth Headset			
19	Headset	Poly	Voyager Focus Bluetooth Headset			
20	Headset	Poly	Voyager Focus Bluetooth Headset			

  
INITIAL

**SHARP.**

**SHARP BUSINESS SYSTEMS**



**Sharp UCaaS Solution for Addendum #5 – Renewal of all 50  
User seats to Support Center Seats Premium**

**Prepared For:**

**Tony Diab**

**The Litigation Practice Group**

**1531 Calle Avanzado, Suite 4**

**San Clemente, CA 92673**

**Prepared By:**

**Matt Buchner, Nick Dreyfus and David Burke,  
Sharp Business Systems**

**Proposal Date: April 23, 2021**

**SHARP.**

**SHARP BUSINESS SYSTEMS**

**Prepared For**  
Tony Diab  
The Litigation Practice Group

**Prepared By**  
David Burke  
101 Med Tech Parkway | Suite 307  
Johnson City, TN 37604  
423.282.4220  
888.525.4220  
Fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable Internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

### Scope and Manner of Services:

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCI0 representatives or emergency after-hours services depending on local time.

- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
4. Services NOT covered:
- i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
5. The Client agrees to:
- i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for LogmeIn/ Jive initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

### Schedule #1

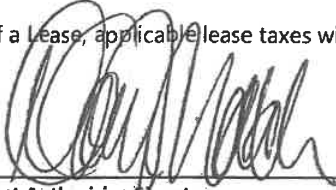
#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Support Center User Seats	50			
2	Monthly Services	Local DID	DID Number w Fax Detect Capability	2			
3	Monthly Services	Toll Free DID	Toll Free Number Calling Billable Monthly @ .02/min	1			
Total One Time Price							\$0.00

Total Per Hour Price	
Total Monthly Service Price	\$1,503.50
Total Annual Service Price	

Monthly Leased Price*	
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UCaaS Addendum #50: Upgrading 50 GoToConnect Users to 50 GoToConnect Support Center Seat Users. Contract will be upgraded from 50 GoToConnect Users, 2 Local DIDs and 1 Toll Free DID at \$1,103.50 to 50 GoToConnect Support Center Seat Users, 2 Local DIDs and 1 Toll Free DID at \$1,503.50.

\* If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.

	<u>4/26/2021</u>	<u>David A. Burke</u>	<u>04/27/2021</u>
Client Authorizing Signature	Date	Sharp Authorizing Signature	Date

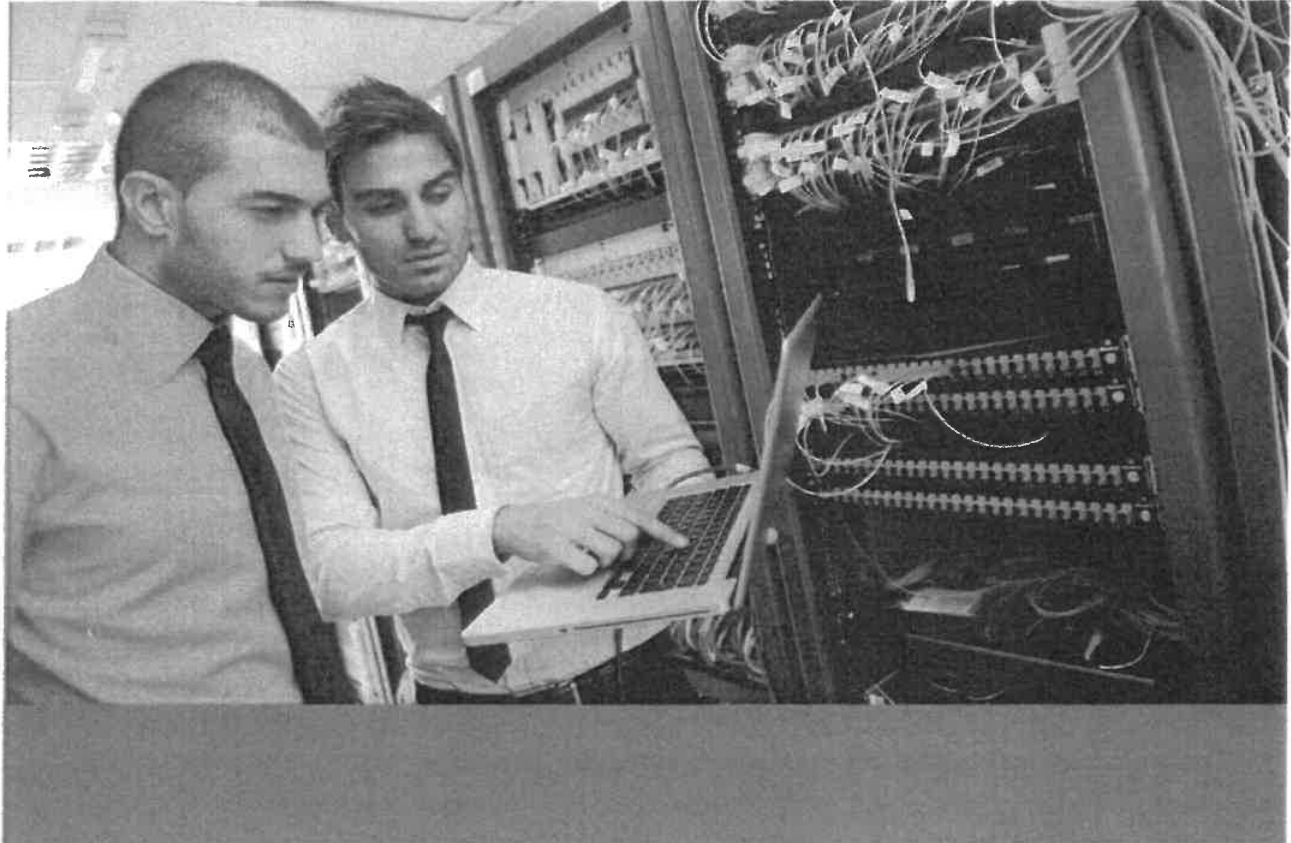
### Appendix A - Hardware Inventory List

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
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INITIAL

**SHARP.**

**SHARP BUSINESS SYSTEMS**



**Sharp UCaaS Solution for Addendum #6 – Adding 20 Support  
Center Seats Premium and 20 Yealink T54W phones**

**Prepared For:**

**Tony Diab**

**The Litigation Practice Group**

**1531 Calle Avanzado, Suite 4**

**San Clemente, CA 92673**

**Prepared By:**

**Cory Bell-Wheelans, Matt Buchner and David  
Burke, Sharp Business Systems**

**Proposal Date: May 27, 2021**

**SHARP**

**SHARP BUSINESS SYSTEMS**



**Prepared For**  
**Tony Diab**  
**The Litigation Practice Group**

**Prepared By**  
David Burke  
101 Med Tech Parkway | Suite 307  
Johnson City, TN 37604  
423.282.4220  
888.525.4220  
Fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

### Scope and Manner of Services:

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

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- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
    - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
- 4. Services NOT covered:
  - i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
- 5. The Client agrees to:
  - i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for LogmeIn/ Jive initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Premium Support Center User Seats	20			
2	Purchase	Hardware	SIP-T54W_AC Color Screen Deskset with Power adapter	20			
Total One Time Price							\$3,700.00

Total Per Hour Price	\$0.00
Total Monthly Service Price	\$2,102.50
Total Annual Service Price	\$0.00

Monthly Leased Price*	\$0.00
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UCaaS Addendum #6: Adding 20 New GoToConnect Premium Support Center Users. Includes Client purchase of equipment as listed in Schedule #1. Contract will increase from 50 GoToConnect Premium Support Center Users, 2 Local DIDs and 1 Toll Free DID at \$1,503.50 to 70 GoToConnect Premium Support Center Users, 2 Local DIDs and 1 Toll Free DID at \$2,102.50.

\* If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.

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Client Authorizing Signature Date 6/9/2021

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Sharp Authorizing Signature Date 6/9/2021

### Appendix A - Hardware Inventory List

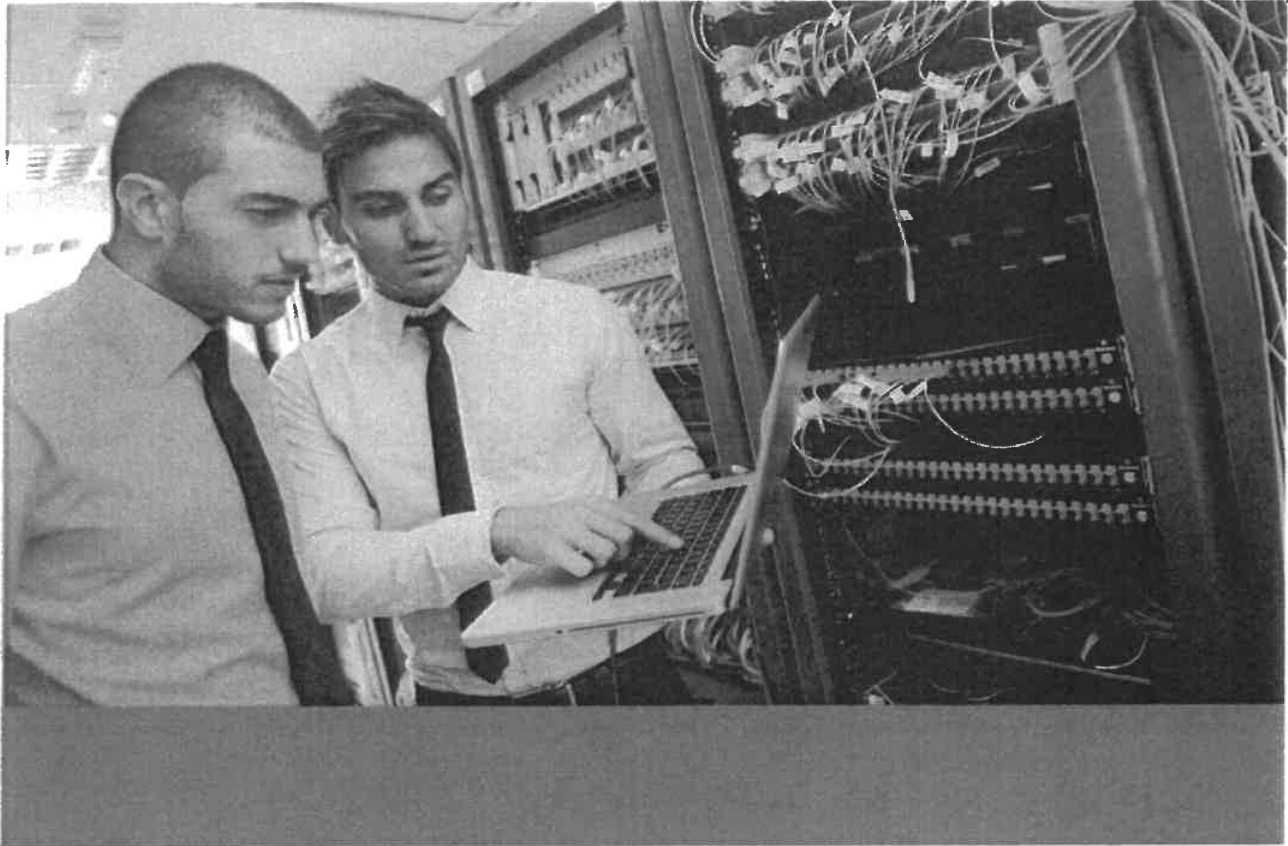
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#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
2	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
3	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
4	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
5	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
6	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
7	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
8	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
9	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
10	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
11	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
12	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
13	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
14	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
15	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
16	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
17	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
18	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
19	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
20	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			

INITIAL

**SHARP**

**SHARP BUSINESS SYSTEMS**



**Sharp UCaaS Solution for Addendum #7: Adding 30 GTC  
Premium Users, 2 Local DIDs and 1 Toll Free DID for Las  
Vegas Office**

**Prepared For:**  
**Tony Diab**  
**The Litigation Practice Group**  
**1531 Calle Avanzado, Suite 4**  
**San Clemente, CA 92673**

**Prepared By:**  
**Cory Bell-Whellans, Matt Buchner and David**  
**Burke, Sharp Business Systems**

**Proposal Date: June 14, 2021**

**SHARP**

**SHARP BUSINESS SYSTEMS**

**Prepared For**

Tony Diab  
The Litigation Practice Group

**Prepared By**

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Johnson City, TN 37604  
423.282.4220  
888.525.4220  
Fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (If provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

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- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
4. Services NOT covered:
- i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
5. The Client agrees to:
- i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for LogmeIn/ Jive initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Premium User Seats	30			
2	Monthly Services	Local DID	DID Number w Fax Detect Capability	2			
3	Monthly Services	Toll Free DID	Toll Free Number Calling Billable Monthly @ .02/min	1			
4	Purchase	Hardware	SIP-T54W_AC Color Screen Deskset with Power adapter	30			
5	One Time	Installation	On-boarding, installation & training	1			
Total One Time Price							\$7,545.00

Total Per Hour Price	\$0.00
Total Monthly Service Price	\$3,007.00
Total Annual Service Price	\$0.00

Monthly Leased Price*	\$0.00
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UCaaS Addendum #7: Adding 30 New GoToConnect Premium Users, 2 Local DIDs, and 1 Toll Free DIDs. Includes Client purchase of equipment as listed in Schedule #1. Contract will increase from 70 GoToConnect Premium Users, 2 Local DIDs and 1 Toll Free DIDs at \$2,102.50 to 100 GoToConnect Premium Users, 4 Local DIDs and 2 Toll Free DIDs at \$3,007.00.

\* If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.

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 Client Authorizing Signature Date 6/15/2021

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 Sharp Authorizing Signature Date 6/15/2021



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### Appendix A - Hardware Inventory List

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
2	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
3	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
4	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
5	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
6	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
7	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
8	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
9	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
10	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
11	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
12	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
13	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
14	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
15	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
16	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
17	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
18	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
19	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
20	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
21	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			

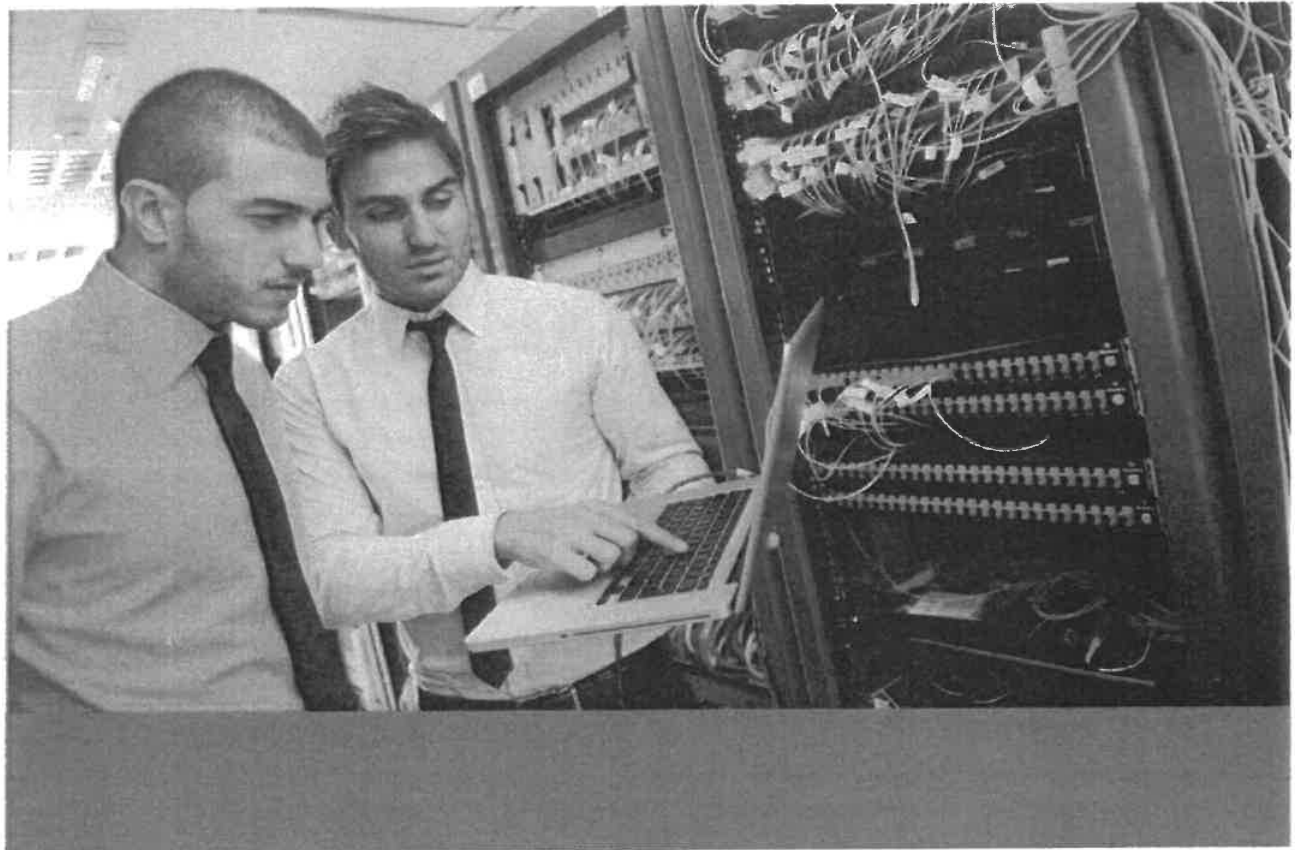
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22	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
23	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
24	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
25	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
26	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
27	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
28	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
29	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
30	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			

INITIAL

**SHARP.**

**SHARP BUSINESS SYSTEMS**



**Sharp UCaaS Solution for Addendum #8: Adding 60 GTC  
Premium Users & 60 Voyager Focus Dual Ear Headsets**

**Prepared For:**  
**The Litigation Practice Group (Las Vegas)**  
**Tony Diab**  
**17542 E. 17<sup>th</sup> St, STE 100**  
**Tustin, CA 92780**

**Prepared By:**  
**Cory Bell-Wheelans and David Burke, Sharp**  
**Business Systems**

**Proposal Date: July 14, 2021**

**SHARP**®

**SHARP BUSINESS SYSTEMS**

**Prepared For**

The Litigation Practice Group  
(Las Vegas)  
Tony Diab

**Prepared By**

David Burke  
101 Med Tech Parkway | Suite 307  
Johnson City, TN 37604  
423.282.4220  
888.525.4220  
Fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

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- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
4. Services NOT covered:
- i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
5. The Client agrees to:
- i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for Logmein/ Jive initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

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### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Premium User Seats	60			
2	Purchase	Hardware	SIP-T54W_AC Color Screen Deskset with Power adapter	60			
3	Purchase	Headset	Voyager Focus Dual Ear	60			
4	One Time	Installation	On-boarding, installation & training	1			
Total One Time Price							\$25,095.00

Total Per Hour Price	
Total Monthly Service Price	\$4,804.00
Total Annual Service Price	

Monthly Leased Price*	
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**UCaaS Addendum #8: Adding 60 New GoToConnect Premium Users. Includes Client purchase of equipment as listed in Schedule #1. Contract will increase from 100 GoToConnect Users, 4 Local DIDs and 2 Toll Free DIDs at \$3,007.00 to 160 GoToConnect Premium Users, 4 Local DIDs and 2 Toll Free DIDs at \$4,804.00.**

\* If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.

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Client Authorizing Signature  
7/15/2021  
Date

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Sharp Authorizing Signature  
7/15/2021  
Date

**Appendix A - Hardware Inventory List**

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
2	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
3	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
4	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
5	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
6	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
7	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
8	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
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13	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
14	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
15	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
16	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
17	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
18	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
19	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
20	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			
21	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter			

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22	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
23	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
24	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
25	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
26	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
27	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
28	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
29	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
30	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
31	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
32	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
33	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
34	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
35	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
36	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
37	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
38	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
39	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
40	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
41	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
42	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
43	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
44	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		



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45	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
46	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
47	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
48	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
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51	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
52	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
53	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
54	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
55	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
56	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
57	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
58	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
59	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
60	SIP	Yealink	SIP-T54W_AC Color Screen Deskset with Power adapter		
61	Hardware	Poly	Voyager Focus Dual Ear		
62	Hardware	Poly	Voyager Focus Dual Ear		
63	Hardware	Poly	Voyager Focus Dual Ear		
64	Hardware	Poly	Voyager Focus Dual Ear		
65	Hardware	Poly	Voyager Focus Dual Ear		
66	Hardware	Poly	Voyager Focus Dual Ear		
67	Hardware	Poly	Voyager Focus Dual Ear		

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68	Hardware	Poly	Voyager Focus Dual Ear			
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70	Hardware	Poly	Voyager Focus Dual Ear			
71	Hardware	Poly	Voyager Focus Dual Ear			
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73	Hardware	Poly	Voyager Focus Dual Ear			
74	Hardware	Poly	Voyager Focus Dual Ear			
75	Hardware	Poly	Voyager Focus Dual Ear			
76	Hardware	Poly	Voyager Focus Dual Ear			
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84	Hardware	Poly	Voyager Focus Dual Ear			
85	Hardware	Poly	Voyager Focus Dual Ear			
86	Hardware	Poly	Voyager Focus Dual Ear			
87	Hardware	Poly	Voyager Focus Dual Ear			
88	Hardware	Poly	Voyager Focus Dual Ear			
89	Hardware	Poly	Voyager Focus Dual Ear			
90	Hardware	Poly	Voyager Focus Dual Ear			
91	Hardware	Poly	Voyager Focus Dual Ear			

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92	Hardware	Poly	Voyager Focus Dual Ear			
93	Hardware	Poly	Voyager Focus Dual Ear			
94	Hardware	Poly	Voyager Focus Dual Ear			
95	Hardware	Poly	Voyager Focus Dual Ear			
96	Hardware	Poly	Voyager Focus Dual Ear			
97	Hardware	Poly	Voyager Focus Dual Ear			
98	Hardware	Poly	Voyager Focus Dual Ear			
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102	Hardware	Poly	Voyager Focus Dual Ear			
103	Hardware	Poly	Voyager Focus Dual Ear			
104	Hardware	Poly	Voyager Focus Dual Ear			
105	Hardware	Poly	Voyager Focus Dual Ear			
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115	Hardware	Poly	Voyager Focus Dual Ear			

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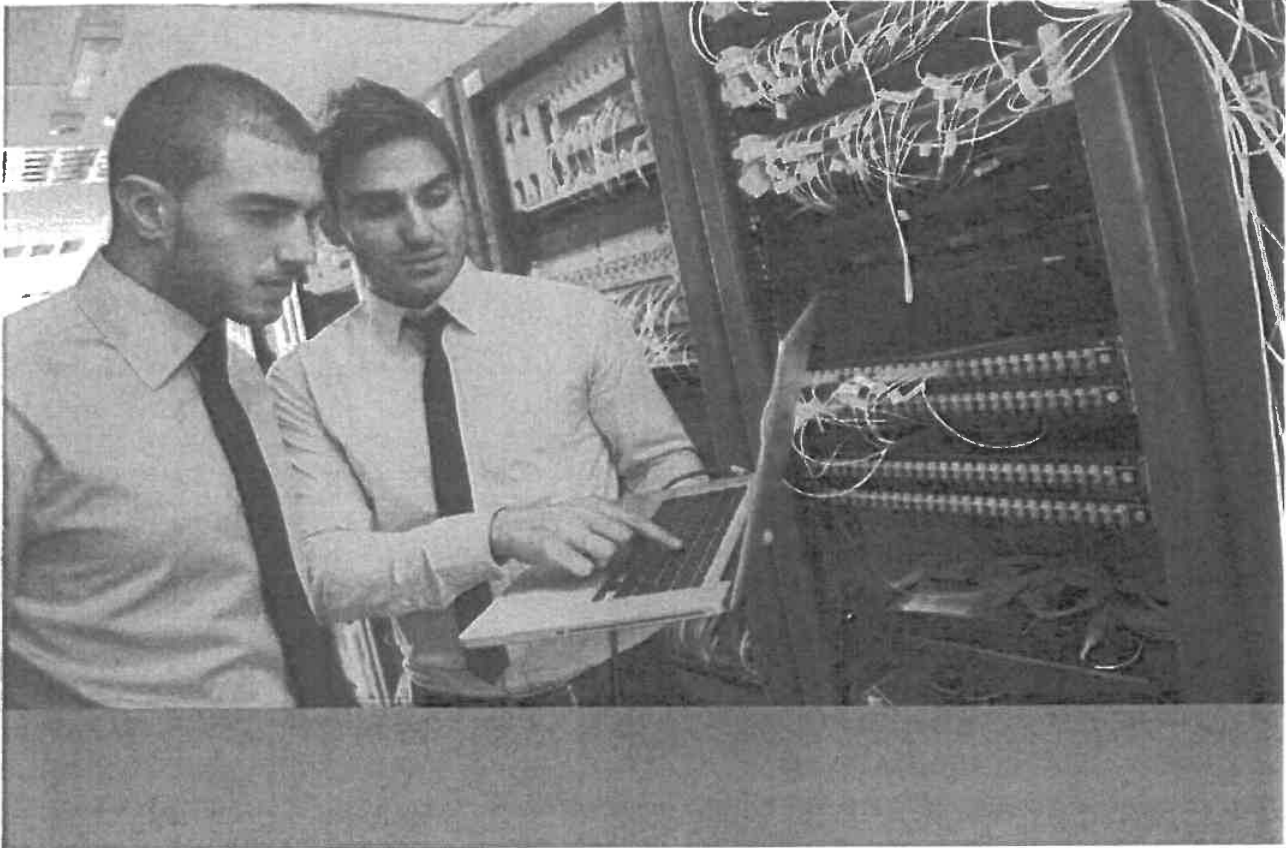
116	Hardware	Poly	Voyager Focus Dual Ear				
117	Hardware	Poly	Voyager Focus Dual Ear				
118	Hardware	Poly	Voyager Focus Dual Ear				
119	Hardware	Poly	Voyager Focus Dual Ear				
120	Hardware	Poly	Voyager Focus Dual Ear				

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INITIAL

**SHARP.**

**SHARP BUSINESS SYSTEMS**



**Sharp UCaaS Solution for Addendum #9: Adding 21 GTC  
Premium Users Soft Client/Mobile App only users and 1 Local  
DID**

**Prepared For:**  
**The Litigation Practice Group**  
**Tony Diab**  
**17542 E. 17<sup>th</sup> St, STE 100**  
**Tustin, CA 92780**

**Prepared By:**  
**Cory Bell-Wheelans, Mark Vedel and David Burke,**  
**Sharp Business Systems**

**Proposal Date: October 28, 2021**

**SHARP.**

**SHARP BUSINESS SYSTEMS**

USA-SEC-2021-SBS-00004.1  
v. 2021.03.29

**Prepared For**

The Litigation Practice Group  
Tony Diab

**Prepared By**

David Burke  
7 Sheridan Square, Suite 200  
Kingsport, TN 37660  
423.282.4220  
888.525.4220  
Fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

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- ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
4. Services NOT covered:
- i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
5. The Client agrees to:
- i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for Logmein/ Jive initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Premium User Seats	21			
2	Monthly Services	Local DID	DID Number w Fax Detect Capability	1			
<b>Total One Time Price</b>							<b>\$0.00</b>

<b>Total Per Hour Price</b>	
<b>Total Monthly Service Price</b>	<b>\$5,434.95</b>
<b>Total Annual Service Price</b>	

<b>Monthly Leased Price*</b>	
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UCaaS Addendum #9: Adding 10 GTC Premium Users and 1 Local DID. There is no Client purchase or lease of equipment with this Addendum as all users will be Soft Client/Mobile App users only. Contract will increase from 160 GoToConnect Premium Users, 4 Local DIDs and 2 Toll Free DIDs at \$4,804.00 to 181 GoToConnect Premium Users, 5 Local DIDs and 2 Toll Free DIDs at \$5,434.95. Assumes use of existing data cabling. Additional Cabling will be billed separately.

\* If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.

Local DID 657-600-9790 Already added on 08/18/21.

DocuSigned by:  
*Tony Diab*  
242CCEB01A23474...  
Client Authorizing Signature Date 11/6/2021

DocuSigned by:  
*Mark Vidal*  
25580FF832B04DE...  
Sharp Authorizing Signature Date 11/8/2021

*David a. Burke* 11/08/2021

### Appendix A - Hardware Inventory List

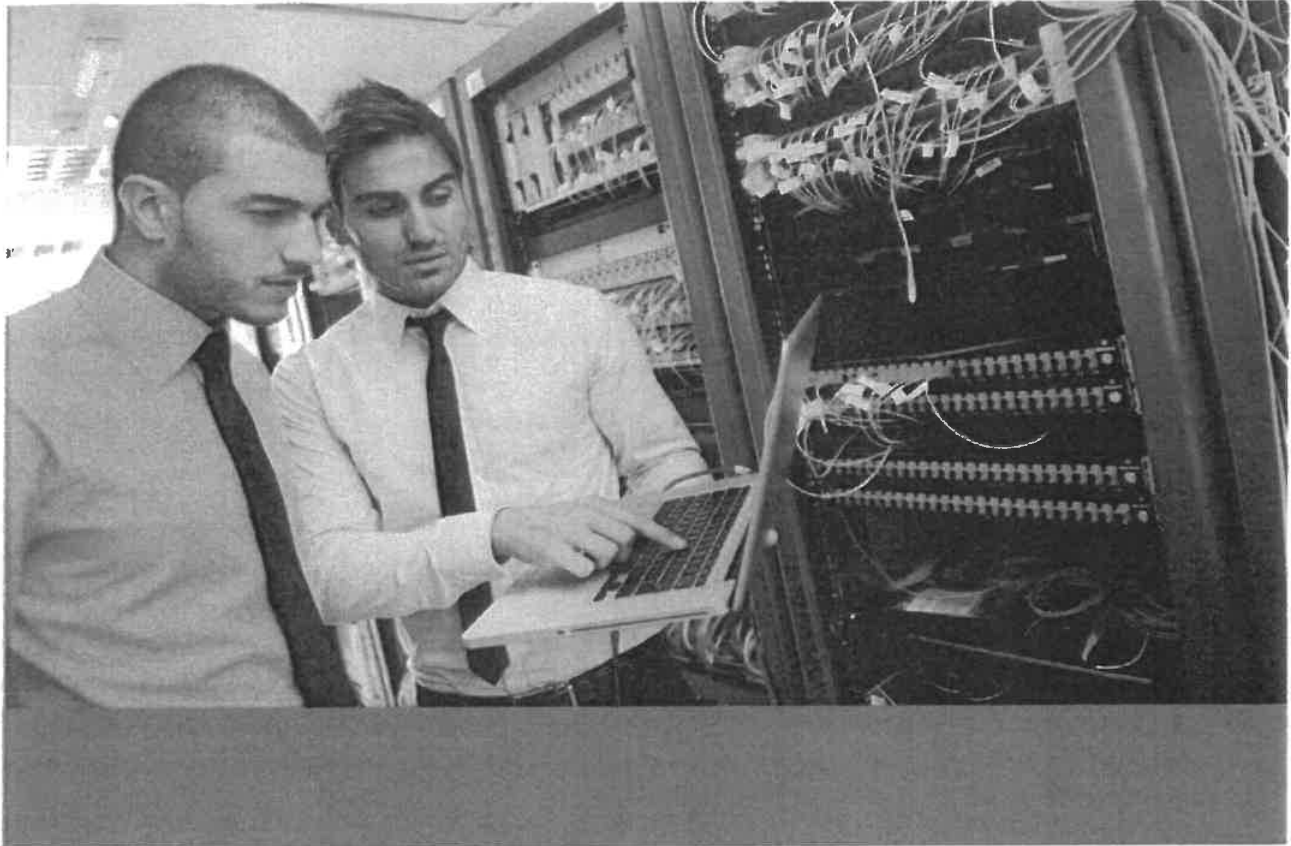
#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	N/A	N/A	N/A	N/A	N/A	N/A

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**SHARP.**

**SHARP BUSINESS SYSTEMS**



**Sharp UCaaS Solution for Addendum #10b:**

**Contract Early Term Buyout Excepting 150 User Minimum**

**Prepared For:**  
**The Litigation Practice Group**  
**Tony Diab**  
**17542 E. 17<sup>th</sup> St, STE 100**  
**Tustin, CA 92780**

**Prepared By:**  
**Cory Bell-Wheelans, Mark Vedel and David Burke,**  
**Sharp Business Systems**

**Proposal Date: February 1, 2022**

**SHARP.**

**SHARP BUSINESS SYSTEMS**

**Prepared For**

The Litigation Practice Group  
Tony Diab

**Prepared By**

Chris Patterson  
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Kingsport, TN 37660  
423.282.4220  
888.525.4220  
Fax 423.282.4890

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service
  - iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.

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- ii. **All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.**
  - iii. **All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.**
- 4. Services NOT covered:**
- i. **Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.**
  - ii. **Hardware, software, or services not expressly defined as covered within this agreement.**
- 5. The Client agrees to:**
- i. **The following taxes and fees in addition to the schedule 1 agreement:**
    - a. **Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing**
    - b. **Federal FCC, Universal Service Charges, and other federal regulatory fees**
    - c. **If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.**
  - ii. **Contact the Provider for service by:**
    - a. **Phoning 877-548-3003 for LogmeIn/ Jive initial support 8:00 AM to 8:00 PM EST**
    - b. **Contact the local SHARP Branch support or vCIO for consultative or network support**
    - c. **Escalating service process through vCIO explaining the issue in detail.**
    - d. **vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.**

### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Premium User Seats	150			
2	Monthly Services	Local DID	DID Number w Fax Detect Capability	8			
Total Early Termination of all but 150 Seat Porting up to 2 numbers back							\$0.00

Total Per Hour Price	
New Total Monthly Service Price	\$4508.50
Total Annual Service Price	

Monthly Leased Price*	
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UCaaS Addendum #10b: Early Reduction buyout effective 3.1.22 reducing to 150 seats minimum.

Client will pay all services invoiced through February billing, and reduce to minimum of 150 seats for the remainder of the current contract terms as stated in this addendum.

Client will retain all current hardware that has been transacted, and no new hardware will be provided with the previously subsidized pricing rate unless otherwise reviewed and agreed by both parties through new account growth and terms.


New monthly services equal to 150 users/ extensions minimum, assumes all 8 DID to continue to be hosted in Schedule 1 above. No additional port in or out at this time.

657.600.9790 EXT 9090 Harrassments **KEEP on GTC**  
 657.650.0625 EXT 0014 HR/ Payroll (DEACTIVATED ALREADY)  
 702.329.1916 EXT 2048 Shannon Stewart (DEACTIVATED ALREADY)  
 702.342.8070 EXT 2106 KELSIE HILL **KEEP on GTC**  
 725.735.8100 EXT5004 Main Dial Plan - LAs Vegas **KEEP on GTC**  
 725.735.8101 EXT 8001 Fax \_ Las Vegas **KEEP on GTC**  
 833.245.0911 EXT 6020 Test Forwarding **KEEP on GTC**  
 888.992.0644 EXT 1000 LPG Conference Bridge **KEEP on GTC**  
 949.688.0330 EXT 8000 FAX **KEEP on GTC**  
 949.715.0644 EXT 60020 Test Forwarding **KEEP on GTC**

DocuSigned by:  
  
 1072C4DA6FFC472...  
 Client Authorizing Signature


2/4/2022

Date

DocuSigned by:  
  
 R22701B24AEC47B...  
 Sharp Authorizing Signature

2/4/2022

Date

DocuSigned by:  
  
 6F1C45A321BD4DE...  
 Client Authorizing Signature

2/4/2022

**Appendix A - Hardware Inventory List**

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	N/A	N/A	N/A	N/A	N/A	N/A

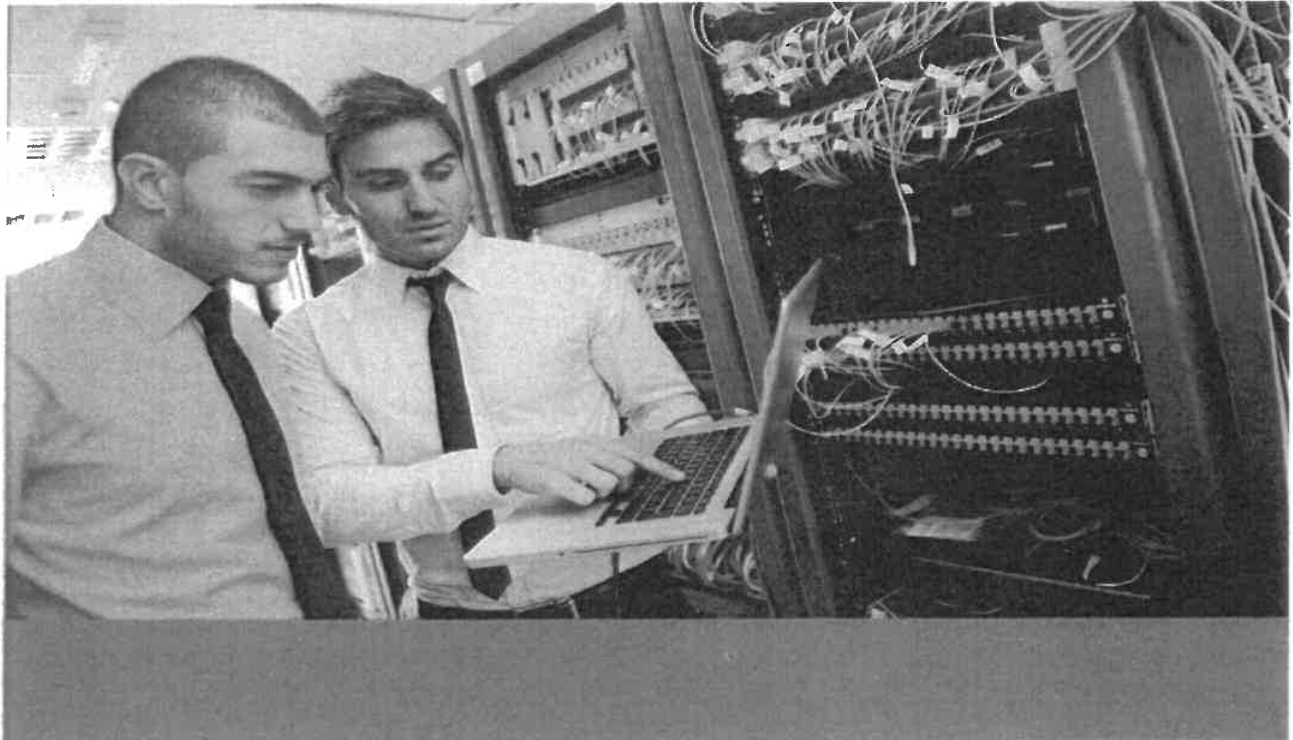
DS  
TD

INITIAL

DS  
MB

**SHARP.**

**SHARP BUSINESS SYSTEMS**



## **Sharp UCaaS Solution-Addendum #11**

**Reduction to 25 seats, 3 DIDs**

**And Early Contract Termination/ Buyout of 125 seats**

### **Prepared For:**

**The Litigation Practice Group  
Tony Diab  
17542 E. 17<sup>th</sup> St, STE 100  
Tustin, CA 92780  
(571)**

### **Prepared By:**

**Chris Patterson,  
Sharp Business Systems**

**Proposal Date: 09/26/22**

**Proposal is valid 45 days from Proposal Date**

**SHARP.**

**SHARP BUSINESS SYSTEM**

**Prepared For**

Litigation Practice Group  
Tony Diab

**Prepared By**

Christopher Patterson  
7 Sheridan Square, Suite 200  
Kingsport, TN 37660  
844.389.8988

## Statement of Work

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein.

The term of this Statement of Work is for thirty-six (36) months once equipment has been installed for the devices listed in Appendix A and activation of live services, to include new Addendums for user adds and/or service and hardware price discounts that change the monthly service unless otherwise negotiated. Hardware and installation services will be billed upon delivery of equipment, and monthly service billing will begin on effect date of live services.

Sharp's Unified Communication solution provides a Hosted Voice and Video Solution in a Cloud environment with user configurations as listed in the schedule 1 agreement. As part of the onboarding process the devices listed in Appendix A that will connect to the Cloud server will be verified and each user account will be provisioned to the server based on an agreed Discovery/ Installation Plan. Additionally, as part of this solution the customer is required to have a managed Firewall with up to date security to securely connect to the private cloud and reliable internet with sufficient bandwidth.

The onboarding process for Sharp's Unified Communication Solution is included in the One-Time Setup Fees as a non-recurring charge. The typical onboarding process for Sharp's Unified Communication solution is as follows:

- Provider provisions a hosted UC server and confirms network readiness (to include working with the Client to ensure security and firewall ports are programmed).
- Provider initiates port requests from any existing services to the new platform and receives a Firm Order Commitment (FOC) date from the losing phone number carrier.
- Provider leads a Discovery Process with Client to validate the programming, provisioning, call routing, and feature utilization.
- Provider confirms with Client for any initiation of ISP provider changes on existing or new services planned.
- Client validates the Discovery Document/ Installation Plan to include validating a timeline for install/ conversion.
- Provider completes bench programming for user accounts on new UC domain, develops call routing and dial plans.
- Finally, Provider migrates all applicable UC services per the Schedule 1 agreement and Discovery/ Installation Plan on the live date.

The Client hereby engages the Provider to provide services described herein per the Schedule 1 agreement.

**Scope and Manner of Services:**

1. The Provider agrees to provide the following services, but is not limited to:
  - i. Hosted Unified Communication Services including:
    - a. Hosted Unified Communication Users/seats per schedule 1 agreement.
    - b. Direct Inward Dial (DID) numbers per schedule 1 agreement.
    - c. Unlimited long distance free calling, messaging, fax in the United States and Canada.
    - d. Toll Free DID numbers per schedule 1 agreement as a metered rate.
    - e. International calling is available upon request and billed monthly based on activity
  - ii. Redundant data centers to safeguard service

- iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support VCIO representatives or emergency after-hours services depending on local time.
  - ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
4. Services NOT covered:
  - i. Work performed outside of regular business hours. Work requested by the Client outside of regular business hours will be invoiced at a rate of 1.5 times the current standard hourly rate, less a 5% discount.
  - ii. Hardware, software, or services not expressly defined as covered within this agreement.
5. The Client agrees to:
  - i. The following taxes and fees in addition to the schedule 1 agreement:
    - a. Processing Fee of Additional \$15/month when bill includes toll free/long distance/international charge processing
    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for LogmeIn/GoTo initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.



### Schedule #1

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Monthly Services	UC Users	Unified Communication- GoToConnect Standard User Seats	25			
2	Monthly Services	UC Users	Unified Communication- GoToConnect Low Usage User Seats	0			
3	Monthly Services	Local DID	DID Number w Fax Detect Capability	3			
One Time Early Term/ Reduction							\$25,226.25

Total Per Hour Price	
Total New Monthly Service Price	\$904.75
Total Annual Service Price	

Monthly Leased Price*	
-----------------------	--

**Proposed Solution includes reduction from (Addendum 10b signed Feb 2022) of 150 Premium seats, 8 DIDs @ 4,508.50/month to 25 Premium Seats and 3 DIDs @ 904.75/month (effective Oct 2022 to Sep 2025- 36 months).**

**As of 9.26.22 LPG will be porting OUT the following numbers to AWS:**

- 833.245.0911 porting out 9.26
- 725.735.8100 porting out 9.26
- 949.715.0644 porting out 9.26

**The Following numbers are being removed from the platform upon receipt of this signed Addendum:**

- 504.230.0003 Louisiana Office
- 888.992.0644 TF bridge
- 949.688.0330 current efax

**Only the following 3 phone numbers will remain active per this Addendum:**

- 657-600-9790 Harassments Line
- 702-342-8070 Kelsie
- 725-735-8101 Carlos Ramos

**The current agreed early buyout rate for reducing 150 seats to 25 seats with current agreed terms is a one-time reduced cost of \$25,226.25. Calculated as (current price 4,508.50- new price 904.75) x 28 remaining months = 100,905.00 - 75% = 25,226.25.**

**This Addendum is for the period of 36 months from execution- Oct 2022 to Sep 2025. If during this period the client wishes to increase users, the client may do so at the current rates offered, however any early termination requests will be calculated ONLY at the full monthly rate x remaining months of service with no further reduction/ negotiation as part of this agreement.**

DocuSigned by:  
  
10/10/2022  
Client Authorizing Signature Date

DocuSigned by:  
  
10/10/2022  
Sharp Authorizing Signature Date

**Appendix A - Hardware Inventory List**

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	N/A	N/A	No additional HW included in Addendum			

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# SHARP.

## Unified Communications

One seamless, reliable platform  
for voice and video



Businesses are simultaneously adapting to a changing digital landscape and the growing remote workforce trend. Now more than ever, a Unified Communications strategy is critical to accommodate collaboration demands. Get everything your team needs to communicate and collaborate, under one solution.



Reduce phone bill  
and hardware costs



Boost productivity  
from anywhere



Reduce travel with  
anytime voice and video



Quickly resolve issues with  
better communication

### GoToConnect, a Truly Unified Solution with VoIP phone system.

Sharp provides a suite of GoTo applications through an integrated cloud platform for almost every touch point in your business including voice, chat, text/SMS, email, fax and video conferencing.





### **Improve efficiencies.**

The Sharp and GoToConnect partnership makes it easy to apply the latest tools to improve efficiencies in your organization and reduce costs. We help you better understand communication and collaboration needs, analyze net costs, and improve employee productivity and customer support. With call reporting, click-to-call, intelligent call routing and optional call center queueing abilities, we can help you choose the features that are right for you.

### **Keep your distributed workforce connected, wherever they are.**

What is your return to work strategy? A flexible, all-inclusive communication solution can empower your hybrid workforce to have web, audio and video conferencing tools as well as calls routed to wherever employees are working from.

- Launch impromptu meetings and share screens in personal meeting spaces
- Call, meet and message your way with improved call connections and video quality
- Control and update your cloud-based phone system and set up custom call routing in real-time
- Never miss a call—answer anytime, anywhere through the integrated IP-based deskphones, smartphone applications or web/desktop soft client and get immediate voicemail and email notifications
- Optional integrations like Office 365, Salesforce and call center level workflows to increase productivity



**Experience +40% in Savings<sup>1</sup>**  
under one provider for calls, meetings and chat

**Contact us for an assessment to help you unify communications throughout your organization or visit [sharp-sbs.com/UCaaS](http://sharp-sbs.com/UCaaS).**

Chris Patterson  
[christopher.patterson@sharpusa.com](mailto:christopher.patterson@sharpusa.com)  
423.722.1703

<sup>1</sup> <http://www.goto.com/connect>

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## Yealink SIP-T54W

### Prime Business Phone to Deliver Optimum Desktop Productivity

Especially designed for busy executives and professionals, Yealink SIP-T54W is an easy-to-use Prime Business Phone with an adjustable 4.3-inch color LCD screen that you can easily and flexibly find the comfortable viewing angle according to the personal and environmental needs. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T54W IP Phone ensures you to keep up with the modern wireless technology and take the first chance in the future wireless age. Its built-in USB 2.0 port allows for USB recording or a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection. Benefiting from these features, the Yealink SIP-T54W is a powerful and expandable office phone that delivers optimum desktop efficient and productivity.



#### Key Features and Benefits

##### User Friendly

Yealink SIP-T54W IP Phone features an adjustable 4.3-inch color LCD screen that you can easily adjust it to the comfortable viewing angle according to yourself. As to the audio quality, the SIP-T54W is coupled with the latest version of Yealink Optimal HD Voice technologies, including Yealink Acoustic Shield technology, that effectively eliminate background distractions and noises, deliver crystal clear voice even in a noisy environment. Meanwhile, complying with the latest Hearing Aid Compatibility (HAC) Regulations, its HAC handset helps the person who is with hearing loss to hear the voice more clearly.

##### Wireless Transmission

Yealink SIP-T54W IP Phone not only furnish you with the built-in Bluetooth 4.2 for Bluetooth headsets and mobile contacts synchronization, but also the built-in dual band Wi-Fi for Wi-Fi connectivity, allowing you to access the 5G Wi-Fi connectivity handily. Also if you want to expand your horizons for busy environments, or, share one phone system with your small team by adding multiple handsets, just simply turn your IP phone to the corded-cordless phone via DECT technology. Moreover, the IP phone can function with Yealink VC Desktop together to share content from your laptop, making collaboration much easier than before<sup>11</sup>.

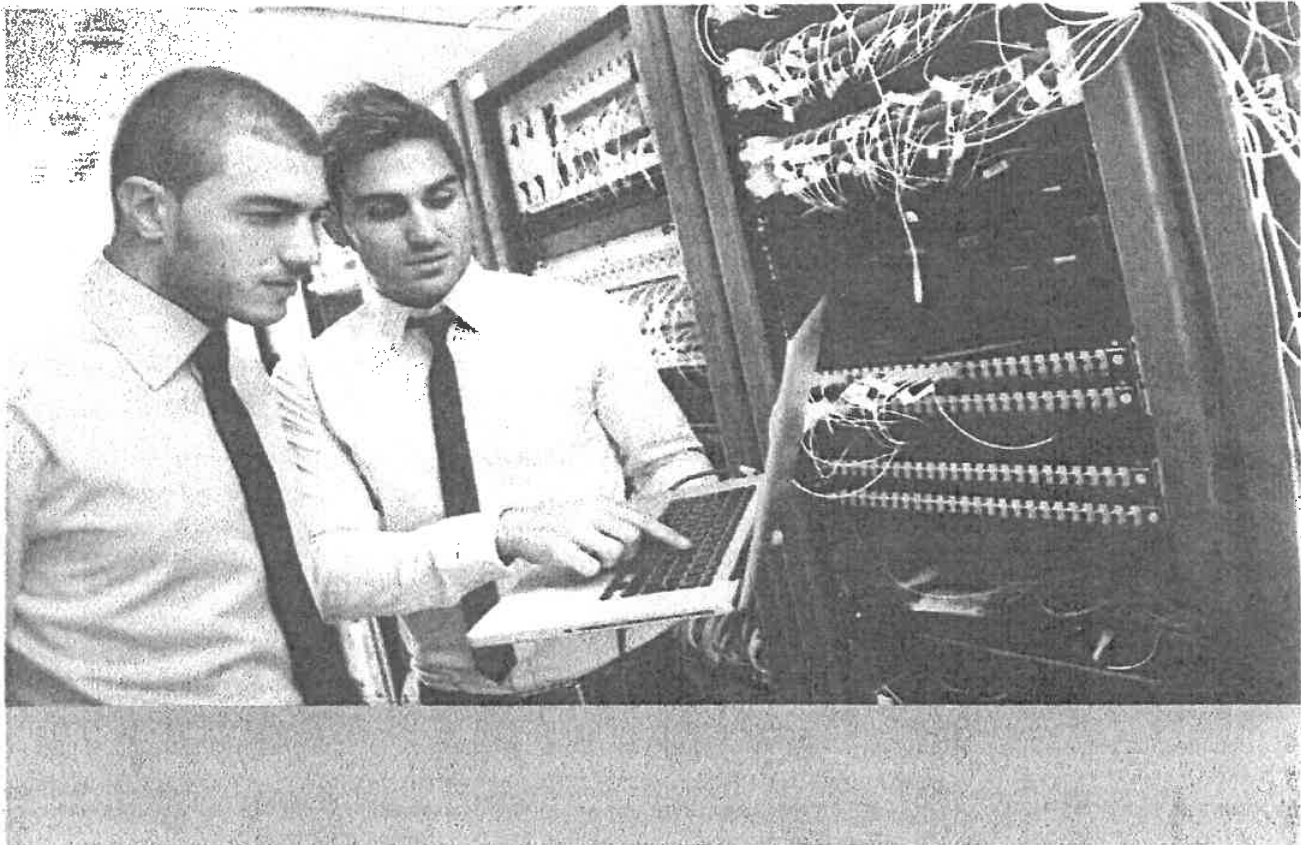
##### High Expandability

A built-in USB 2.0 port allows you to enjoy USB call recording via USB flash drive. Via this USB port, you also can connect wired/wireless USB headset without connecting Yealink EH536 anymore, and connect up to 3 Yealink expansion modules EXP50 which can be programmed with up to 128 paperless DSS keys.

##### Efficient Installation and Provisioning

The Yealink SIP-T54W supports efficient provisioning and effortless mass deployment with Yealink's Redirection and Provisioning Service (RPS) and Boot mechanism to help you realize the Zero Touch Provisioning without any complex manual settings.

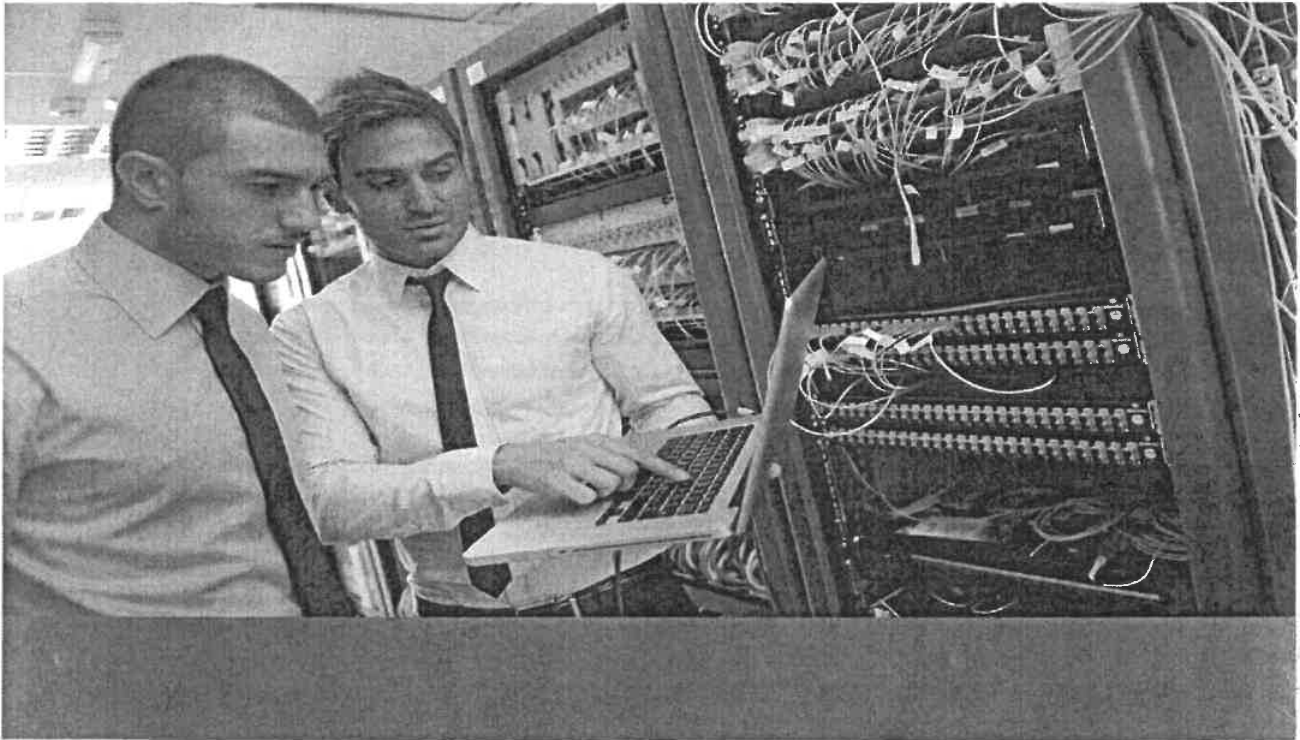
- 4.3" 480 x 272-pixel color display with backlight
- Adjustable LCD screen
- Built-in Bluetooth 4.2
- Built-in dual band 2.4G/5G Wi-Fi (802.11a/b/g/n/ac)
- USB 2.0 port for USB recording, wired/wireless USB headsets and EXP50
- Up to 16 VoIP accounts
- Dual-port Gigabit Ethernet
- PoE support
- HAC Handset
- Paperless label design
- Wall mountable

**SHARP.****SHARP BUSINESS SYSTEMS****Sharp UCaaS Solution for Addendum #12 – Adding 1 Local DID****Prepared For:****The Litigation Practice Group****Tony Diab****17542 E. 17<sup>th</sup> St, STE 100****Tustin, CA 92780****(571)****Prepared By:****David Burke,****Sharp Business Systems****Proposal Date: October 26, 2022****Proposal is valid 45 days from Proposal Date****SHARP.****SHARP BUSINESS SYSTEM**USA-SEC-2021-SBS-00004.1  
v. 2021.03.29

- iii. Evaluating and analyzing performance, as applicable
- 2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
  - iii. No cost firmware updates on handset units (if provided by SHARP)
- 3. The Provider agrees to provide these services in the following manner:
  - i. Support required outside standard National Support Center hours will be handled either by local Sharp Business Support vCIO representatives or emergency after-hours services depending on local time.
  - ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
  - iii. All covered hosted handset issues will be responded to within four business hours of the initial request of service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
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    - b. Federal FCC, Universal Service Charges, and other federal regulatory fees
    - c. If a Lease, applicable lease taxes will be billed in accordance with state lease tax laws.
  - ii. Contact the Provider for service by the following support steps of escalation as required:
    - a. Phoning 877-548-3003 for LogmeIn/GoTo initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO to schedule consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.
    - e. Contact Sharp's Unified Communications Support Team @ 844.389.8988 or [servicedesk@sharpusa.com](mailto:servicedesk@sharpusa.com) to open a ticket.

**SHARP.**

**SHARP BUSINESS SYSTEMS**



## **Sharp UCaaS Solution-Addendum #11**

**Reduction to 25 seats, 3 DIDs**

**And Early Contract Termination/ Buyout of 125 seats**

### **Prepared For:**

**The Litigation Practice Group  
Tony Diab  
17542 E. 17<sup>th</sup> St, STE 100  
Tustin, CA 92780  
(571)**

### **Prepared By:**

**Chris Patterson,  
Sharp Business Systems**

**Proposal Date: 09/26/22**

**Proposal is valid 45 days from Proposal Date**

**SHARP.**

**SHARP BUSINESS SYSTEM**



- iii. Evaluating and analyzing performance, as applicable
2. The Provider agrees to provide the following Support Services for all devices listed in Appendix A:
  - i. Tier 1 & 2 support for basic phone connectivity, call routing and technical troubleshooting.
  - ii. Remote Support for additional Moves Add Changes- up to 4 MAC Hours per Year
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3. The Provider agrees to provide these services in the following manner:
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  - ii. All covered hosted server connection issues will be responded to within two business hours of the initial request for service. The Provider will attempt to resolve the issue remotely first. If this is unsuccessful, a technician will be dispatched to the Client's premises. The field technician's time will be invoiced at the current standard hourly rate, less a 5% discount.
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  - ii. Contact the Provider for service by
    - a. Phoning 877-548-3003 for LogmeIn/GoTo initial support 8:00 AM to 8:00 PM EST
    - b. Contact the local SHARP Branch support or vCIO for consultative or network support
    - c. Escalating service process through vCIO explaining the issue in detail.
    - d. vCIO will contact SHARP National Support center to ensure appropriate tickets and resolution.

**Appendix A - Hardware Inventory List**

#	Type Of Device	Manufacturer	Model/Type	Serial Number	Device Name	Sharp Tag #
1	N/A	N/A	No additional HW included in Addendum			

DS  
TD  
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### Improve efficiencies.

The Sharp and GoToConnect partnership makes it easy to apply the latest tools to improve efficiencies in your organization and reduce costs. We help you better understand communication and collaboration needs, analyze net costs, and improve employee productivity and customer support. With call reporting, click-to-call, intelligent call routing and optional call center queueing abilities, we can help you choose the features that are right for you.

### Keep your distributed workforce connected, wherever they are.

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- Call, meet and message your way with improved call connections and video quality
- Control and update your cloud-based phone system and set up custom call routing in real-time
- Never miss a call—answer anytime, anywhere through the integrated IP-based deskphones, smartphone applications or web/desktop soft client and get immediate voicemail and email notifications
- Optional integrations like Office 365, Salesforce and call center level workflows to increase productivity



**Experience +40% in Savings<sup>1</sup>**  
under one provider for calls, meetings and chat

**Contact us for an assessment to help you unify communications throughout your organization or visit [sharp-sbs.com/UCaaS](http://sharp-sbs.com/UCaaS).**

Chris Patterson  
[christopher.patterson@sharpusa.com](mailto:christopher.patterson@sharpusa.com)  
423.722.1703

<sup>1</sup> <http://www.goto.com/connect>

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# EXHIBIT B

**SHARP**

**SHARP BUSINESS SYSTEMS**



# IT Services Proposal

**Prepared For:**

## **Litigation Practice Group**

1455 E Tropicana Ave Las Vegas, NV 89119

**Prepared For:**

Tony Diab, Litigation Practice Group  
(949) 715-0644

**Prepared By:**

Corey Bell-Wheelans, Sharp Business Systems of Southern California (Irvine)

**Proposal Date:** 6/17/2021

**Proposal Expiration Date:** 7/17/2021

**Contract Effective Date:** 7/1/2021

**Contract Expires:** 7/1/2024

Document UUID:

C93BAF8D-A4DC-45B7-902F-C7D6D38DDC17



**SHARP BUSINESS SYSTEMS**

**Prepared For:**

Tony Diab  
admin@litigationpracticegroup.com  
Litigation Practice Group  
1455 E Tropicana Ave  
Las Vegas, NV 89119  
(949) 715-0644

**Effective Date:**  
**7/1/2021**

**Contract Length**  
**3 Year(s)**

**Prepared By:**

Corey Bell-Wheelans  
SBS Southern California (Irvine)  
5241 California Ave Suite 100  
Irvine, CA 92617  
888-258-2802  
C93BAF8D-A4DC-45B7-902F-C7DED38DDC17

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Desktop Services	MNS-DMSD-BH	Desktop Management with Business Hour Help Desk (Business Hour Helpdesk, Microsoft Patching, Endpoint Protection License and Management, Monthly Report)	30	Monthly	\$ 45.00	\$ 1,350.00
2	Security Packages	MNSMISCSUBSC RIPT-CySecWKS	Detect & Respond & Profile and Protect (requires RMM Agent) - Workstations Threat monitoring and analysis, Threat detection, response and remediation Profiling Endpoints ~ User Awareness Training	30	Monthly	\$ 25.00	\$ 750.00
3	Other Monthly Services	MNSMISCSUBSC RIPT-BEC-LP	Barracuda Essentials Complete - Spam Email Filtering & Office 365 Backups & Last Pass	30	Monthly	\$ 9.50	\$ 285.00
4	Other Monthly Services	MNSMISCSUBSC RIPT-Firewall	Firewall - SonicWall Security-as-a-Service - Stop viruses, spyware, worms, Trojans, key loggers, and more.	1	Monthly	\$ 355.00	\$ 355.00
5	Other Monthly Services	MNSMISCSUBSC RIPT-O365E3	Office 365 E3 License, Email with Encryption on Microsoft platform	30	Monthly	\$ 20.00	\$ 600.00
6							
7							
8							
9							
10							
<b>Project Labor Estimate</b>						\$	-
<b>Monthly Estimate</b>						\$	3,340.00
<b>Hardware/ Software Estimate</b>						\$	-

**Comments**

DocuSigned by:	DocuSigned by:
<i>Tony Diab</i>	<i>Mark Videl</i>
6/30/2021	6/30/2021
Customer Authorizing Signature	Sharp Authorizing Signature
Date	Date

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$165 per hour plus a travel fee, (see travel fee chart) will apply for each incident. Taxes may apply. Shipping fees may apply.

## Statement of Work

### Desktop Management with Business Hour Help Desk

#### 1. Microsoft Patch Management

Research and test patches released from Microsoft. Each patch is installed in a test environment to see if there are any performance problems. The patches that are approved are then whitelisted.

#### 2. 3rd Party Patching

In addition to Microsoft patches, management of the patches for the software below is included.

Adobe Acrobat, AIR, Flash, Reader, Shockwave, Apple iTunes, QuickTime, Mozilla Firefox, Java Development Kit, Runtime Environment

#### 3. Endpoint Protection (Anti-Virus and Anti-malware) Software Management

Anti-Virus/anti-malware software is included, which protects machines against viruses and attacks, as well as malware, rootkits and unwanted spyware.

The maintenance of this application is included, including correcting corrupted installations and identification of endpoints with disabled protection.

#### 4. Endpoint Protection (Anti-Virus and Anti-malware) Definitions

The endpoint protection is kept up to date with definitions to keep the software up to date and catch infections.

#### 5. Executive Reports

Reports for (3) months at a time are provided on a quarterly basis during the Quarterly Business Review.

#### 6. Asset & Inventory Reports

Track desktop hardware and software to easily identify what machines are out of warranty. Also provides ability to track software changes if users install rogue software. This is provided quarterly during the Quarterly Business Review.

#### 7. Remote Problem Resolution/ Remote Control Access

Remote access is available for a technician to remote in to work on the issue at the billable rate.

Remote Access can be given to specified users.

#### 8. Desktop Performance Monitoring

Monitoring of the hard drive, CPU, and RAM

#### 9. Help Desk for Business Hour (8am-6pm)

Service Desk will take calls from end users on issues with their desktops and most popular desktop and software applications.

Support Windows and MAC OS, as well as do limited mobile Support. Mobile Support from the Service Desk will be for e-mail applications, troubleshoot or help configure to device. Basic administrative tasks such as add/delete/modify users.

(See the detail of coverage in the section of Service Desk Service Level)

## Statement of Work (Continued)

C93BAF8D-A4DC-4587-902F-C7DED389DC17

### Detect & Respond - Workstation

Detect & Respond rapidly identifies and halts even the most sophisticated cyber-attacks, minimizing harm and reducing risk to client endpoints. The product leverages attack forensics and intelligent automation to identify advanced malware, exploits and script-based stealth attacks—and it's backed by the vendor with up to a \$1M limited ransomware warranty\*

Detect & Respond leverages attack forensics and intelligent automation to identify advanced malware, exploits and script-based stealth attacks—and it's backed by the vendor with up to a \$1M limited ransomware warranty\*

\*Sharp Business Systems is not the provider of the warranty. Conditions do apply. For the latest information on the vendor warranty please visit: <https://www.sentinelone.com/legal/ransomware-warranty/>

Leveraging market leading endpoint detection and response technology, the SOC can identify and confirm malicious attacks in progress and, when discovered, will activate remediation steps including scrubbing the system of any remnants of an attack such as processes or registry keys created. In more extreme cases such as ransomware, the SOC will roll back the system to restore system and data access.\*\*

\*\*Provided Sharp IT Services has made a reasonable effort to maintain proper installation and remediation of SentinelOne Solution, any remediation beyond what the SOC can address will be billable tier 4 labor, unless client is able to fully complete.

### Profile & Protect

Profiling Endpoints ~ DNS Protection ~ User Awareness Training

#### PROFILING ENDPOINTS

Out-of-the-box security profiles – Pre-built and customizable profiles that tell you exactly what's needed to protect against certain threat types. These recipes identify specific gaps in protection on a client device, helping to identify potential vulnerabilities and take corrective action where needed.

Risk scoring and alert thresholds - Each device also receives a risk score, for quick understand how a particular gap in protection impacts the threats you're trying to protect against. Alert thresholds can be customized, allowing discussion on acceptable risk on a per-device basis.

#### DNS PROTECTION

This option provides complete endpoint protection through DNS. DNS is included at no extra cost for all devices protected using Profile & Protect.

#### USER SECURITY AWARENESS TRAINING

With Profile & Protect, you receive comprehensive training courses designed to educate your employees about security awareness on an ongoing basis.



## Statement of Work (Continued)

Barracuda Essentials Complete - Email Filtering and Office 365 Backups.

### Security

- Industry-leading spam filtering
- Virus protection using three layers of virus scanning and filtering
- Integrated End-user Security Training
- Link protection (sandboxing suspicious and typosquatted URLs)
- Email-borne malware protection
- Outbound filtering to prevent spread of malware and viruses
- Data leak prevention to protect unauthorized disclosure of sensitive data
- Automatically encrypts emails based on their content, sender or recipient
- Cloud-based email encryption using Transport Layer Security (TLS)
- Centralized management of granular security policies
- Ensure email continuity with a 96-hour spool for undelivered emails
- Anti-phishing protection

### Advanced Threat Protection

- Protect against zero-hour, targeted attacks
- Protection against ransomware variants including Locky and CryptoLocker
- Real-time email attachments scans
- Sandboxing of attachments

### Cloud Archiving Service

- Archive messages, calendars, tasks, contacts and public folders
- Archive Skype for Business conversations
- mobile apps for end user access
- No cost for data import or export
- Archive directly from Office 365 to cloud-based archive
- No hardware, software or agents required
- Automatic archiving of emails
- Preserves emails
- Apply legal holds to emails
- Roles-based searching to simplify eDiscovery
- Outlook plug-ins

### Cloud Backup Service

- Protects Exchange Online mailboxes
- Protects OneDrive for Business files
- SharePoint Online protection for documents, document libraries, site assets, and picture libraries
- Protects against accidental deletion
- Simple wizard-based recovery to the cloud or a local device
- Multi-selection restores
- Automated or manual backups

### Last Pass Password Manager

- Integrated SSO and password manager
- 1,200+ pre-integrated SSO apps
- 100+ customizable policies
- Centralized Admin dashboard
- Flexible Integrations
- In-depth reporting
- Zero-knowledge security model

## Statement of Work (Continued)

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### SonicWall Security-as-a-Service

Stop viruses, spyware, worms, Trojans, key loggers, and more before they enter our network, with all-in-one, comprehensive network protection. SonicWall provides you with the same level of network security that NASA demands and protects your network from a wide range of emerging threats. Provides you unlimited firmware updates and ability to change / upgrade devices every 12-24 months.

Protect your network with comprehensive security at a small business price

- Block viruses, Trojans, worms, rootkits and polymorphic "zero-day" malware at the gateway, before they reach your network
- Prevent "drive-by downloads" from infected websites
- Mitigate denial-of-service and flooding attacks
- Detect protocol anomalies and buffer overflow attacks
- Stop network traffic from geographical regions and IP addresses associated with cybercriminals
- Block outbound cybercriminals botnet "command and control" traffic from stealing your customer lists, engineering designs, trade secrets, and other confidential information
- Control access to websites containing unproductive and inappropriate content
- Ensure high-priority applications (CRM, order processing) receive more bandwidth than less urgent applications (chat, video streaming)

### Advantages of a managed security service

- Outsource your network security to an experienced security provider
- Firewall expertly configured by SonicWall-certified engineers
- Turn-key solution delivered to your doorstep
- Proactive monitoring and alerting
- Updating of firmware, software, and security updates
- Automated weekly network and security reports
- Report analysis by SonicWall-certified engineers
- Weekly off-site SonicWall configuration backup
- Upgrade appliance as future business and technology changes dictate

### Automated Network Management & Monitoring

- Automated mapping
- In minutes, see a complete map of physical and logical topologies.
- Map search & filter
- Quickly find and visually isolate any part of a network.
- Automated inventory
- Have a profile for every device on a network at your fingertips.
- Map export
- Print any map view to PDF or SVG for easy sharing or storage.
- Network documentation
- Instantly know how everything on a network is connected.
- Password management
- Never again forget device credentials or leave them vulnerable. Manage them securely within Auvik.
- IP address management
- Get an automatic list of all the IP addresses currently in use and which devices are using them.
- Alerts & notifications
- Stay on top of important network events with both preconfigured and customizable alerting.
- Rich statistics
- Understand and improve the stability of a network with usage and health stats.
- Service monitoring & more

- Inventory and monitor the services running on nearly any device on a network.
- Live & historic data
- View network performance as it happens with 60-second polling, or dive into detailed logs.
- Context-aware data

## Statement of Work (Continued)

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### Office 365 E3

Get the latest Office desktop and mobile apps, plus integrated collaboration services, coupled with advanced compliance features and full IT power.

#### Office 365 E3 includes:

Word, Excel, PowerPoint, Outlook, OneNote, SharePoint, OneDrive, Microsoft Teams

- Includes full desktop versions of Office apps
- Each user can install Office mobile apps on 5 PCs or Macs, 5 tablets, and 5 phones
- Five layers of security and monitoring help keep customer data safe
- Reduce IT costs, and move to the cloud on your terms
- Guaranteed 99.9% uptime, and 24/7 support from Microsoft

### Mobility

View and edit Office documents with Office mobile apps using just a browser on Windows, iOS, and Android devices.

### Document and email access control

Rights Management Services restrict access to documents and email to specific people, preventing anyone else from viewing or editing them.

### Email and calendars

User business-class email through a rich and familiar Outlook experience you can access from your desktop or from a web browser. Get a 100GB mailbox per user and send attachments up to 150MB.

### Hub for teamwork

Connect your teams with Microsoft Teams in Office 365, where chat, content, people, and tools live together. Use Teams to plan schedules, assign tasks, and connect to other apps and resources.

### File storage and sharing

Get unlimited\* OneDrive storage accessible from anywhere, on any device. Easily share documents with others inside and outside your organization and control who can see and edit each file.

\*Unlimited OneDrive storage for subscriptions of five or more users. Microsoft will provide initial 5 TB of OneDrive storage per user. Customers who want additional OneDrive storage can request it as needed by contacting Microsoft support. Subscriptions for less than five users receive 1 TB OneDrive storage per user.

### Online meetings

Host online meetings with audio, HD video, and web conferencing. Broadcast meetings online for up to 10,000 people who can join with just a browser on almost any device.

Add-on Feature Available (Not Included) - Audio Conferencing - Attendees can dial into a meeting, with a local access number, in addition to single touch join options on PC or mobile.

### Workflow automation

Build automated workflows between apps and services to get notifications, synchronize files, collect data, and more with Microsoft Flow, no coding required.

## Statement of Work (Continued)

### Scope of Services for Service Desk

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- Supported Software and Hardware
- Supported Services
- Additional Services
- Scope Limitations
- Processing Client Requests

### Service Level Options

Service Desk offers 24 x 7 support 365 days per year including holidays. Service Desk support hours will vary based on the service level you choose. All service levels are offered on a per Customer basis.

Service Level	Hours
Business Hours	8:00 am to 6:00 pm
After Hours Only	5:00 pm to 9:00 pm
24 x 7 Coverage	24 Hours

1. Service Desk is available for sites that are using Elite Server Care.
2. All hours are based on your client's local time zone.
3. Business Hours are available to North American-based partners only. All other international partners may only select 24 x 7 Coverage.
4. 24 x 7 Coverage is for single shift workers who need extra support during off hours such as nights, weekends, and holidays. 24 x 7 Coverage is per end-client and does not apply to use of a single machine shared by multiple shifts.

### Contacting the Service Desk

Chat: Icon in the System Tray by the time

Client Toll-Free Telephone Number: 1-866-520-6414

Email: MNSSupport@SharpUSA.com

## Statement of Work (Continued)

### Supported Software and Hardware

Service Desk supports numerous commonly used desktop software products, many of which are listed below. As discussed later, Service Desk also offers more limited support for line of business and proprietary applications. Service Desk fully supports desktops, laptops, thin clients, and printers, and provides more limited support for tablets, smart phones, and local networks.

#### Desktop Operating Systems

- Microsoft Windows 8 & 8.1
- Microsoft Windows 10
- Mac OS X 10.8 (Mountain Lion)
- Mac OS X 10.9 (Mavericks)
- Mac OS X 10.10 (Yosemite)
- Mac OS X 10.11 (El Capitan)
- MacOS 10.12 (Sierra)

#### Desktop Applications (Current Version)

- Microsoft Office 2013 - Current
  - \*Includes Word, Excel, Powerpoint, Access, Outlook
- Microsoft Windows Mail App
- Microsoft 365 (Previously Microsoft Office 365)
- Google Apps

#### Browsers (Current Version)

- Microsoft Edge
- Mozilla Firefox
- Google Chrome
- Safari

#### Thin Client and Virtual Desktop Interface (VDI) Support

- Citrix
- Microsoft Remote Desktop Server (Terminal Server)

## Statement of Work (Continued)

### Supported Services

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Service Desk responds to a wide range of end-user requests. Although our Service Desk supports new user and equipment set-ups as well as other desktop projects, our first priority is to resolve high priority incidents that impede an existing client's ability to work. Therefore, we divide our services into two primary categories – Real-Time and Desktop Project Requests.

#### Real-Time Requests

Real-time requests include high priority problem resolution as well as common administrative tasks and client inquiries. These requests are handled immediately by Service Desk technicians and worked to resolution. Because there are so many types of Real-Time Requests, it is useful to organize them into three categories: (1) High Priority Problems, (2) Administrative Tasks, and (3) Application Support.

#### (1) High Priority Problems

High priority problems severely impede a client's ability to work. In some cases, multiple users may be affected. Examples include:

- Email or application crashed or not functioning properly
- Printing issues
- Database connectivity issues
- File and folder access problems
- General hardware failures
- Computer performance problems
- Virus and malware infections\*
- Network connectivity failures\*\*

In certain cases, we may recommend performing the work at night so that the client and their workstation is not tied up during business hours. For example, if the client is experiencing moderate performance problems or has a minor virus or malware problem, we will coordinate with the client to schedule the diagnosis and remediation after working hours. When difficult server-related problems are identified, the Service Desk will engage with NOC which specializes in server troubleshooting and remediation.

\* The Service Desk will scan and remove viruses/malware from individual workstations. Where a more widespread infection exists, the Field Technician may need to visit to resolve the problem. Note that sites with network infections often require workstations to be physically disconnected from the network to prevent re-infection during clean-up, in which case the NOC's ability to assist is constrained.

\*\* The Service Desk is prepared to resolve limited network problems. The Service Desk will attempt to isolate a network problem and direct the client to power-cycle attached devices such as a local router as necessary. The Service Desk does not change network configurations, nor does it provide support for troubleshooting or power-cycling network gear found in server rooms or data centers.

## Statement of Work (Continued)

### (2) Administrative Tasks

The Service Desk responds immediately to Administrative Tasks such as those listed below. As described under Project Requests, more complex administrative tasks such as new workstation setups are not performed real time. Administrative tasks include:

- Single user account and group creation
- Mailbox and distribution list creation
- Password resets and unlocking of domain accounts
- File/folder permission changes
- Microsoft Outlook profile set-ups
- Mobile device email setup and configuration, and email, contact and calendar sync troubleshooting
- File and Folder Restores - Microsoft Shadow Copy and VERITAS/Symantec Backup Exec 8.0 and above only

### (3) Application Support

Application Support includes Common Desktop Applications and Line of Business and Proprietary Applications. All Service Desk technicians are fully trained in Common Desktop Applications, however, they are generally not familiar with Line of Business and Proprietary Applications. Therefore, we approach support for each of these differently.

#### (3.1) Common Desktop Applications

Common Desktop Applications are listed in Supported Software and Hardware. The Service Desk provides in-depth troubleshooting and assistance for these applications and draws on a wide range of resources to ensure comprehensive support including use of our Knowledgebase, partner Notes, and web searches. Although the Service Desk does not provide end-user training, technicians will assist users with simple application questions such as how to print from a specific application or add a signature block to an email.

#### (3.2) Line of Business and Proprietary Applications

Line of Business and proprietary applications are supported using our Knowledge Base as well as partner Notes. Our Knowledge Base contains an extensive repository of knowledge articles for Level 1 and limited Level 2 support for numerous third-party applications such as QuickBooks. Technicians do not search the web or call or ticket third-party vendors.

## Statement of Work (Continued)

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### Desktop Project Request

Desktop Project Requests are those requests which can be anticipated and thus scheduled in advance and require extended time, generally 20 minutes or more, to address. Project requests will be performed after hours when the client is not using their workstation. We will make best efforts to complete project requests no later than 6:00 a.m. of the client's local time zone on the day following the request, but in any event, no more than 24 hours from the time of request. Examples of project requests include:

- New computer set-ups and configurations
  - Network printer set-ups requiring configuration of the printer and multiple end-user workstations
  - New user set-ups involving multiple application installations
  - User terminations involving more than two password disables and/or multiple software removals or any email archiving or transfers
  - Complex desktop software installations
  - Any request involving 3 – 5 workstations, e.g., installing software across multiple workstations, configuring multiple workstations for a new network printer\*
- \* Requests involving more than 5 workstations are beyond the Service Desk scope and it requires additional project work and fee to fulfill these requests as desired.

When a client calls the Service Desk for a Project Request, the Service Desk will collect the necessary information, create a ticket and assign it to the NOC. To complete the project, the workstations must remain on and connected to the client's network throughout the night. Additionally, the necessary credentials need to be informed before the work.

### Scope Limitations

Service Desk delivers a wide range of service to your clients and is committed to delivering superior service at all times. To ensure that our technicians are able to provide fast, effective service, there are a few services that we do not provide which are important to keep in mind...

- Support for PCs without an agent (other than thin client and VDI environments)
  - If a client calling from home has a work workstation with an agent, the Service Desk will assist with work connectivity problems (for example, a VPN connection), but does not support any other home PC issues.
- Network Device Management/Configuration (Firewalls, Routers, Switches, etc.)
- Hardware-related issues (Hard Disk, Memory, Power Supply, etc.); all hardware and/or equipment failures or related issues are not covered by Service Desk. It may be covered by manufacture warranty or require additional cost.
- For all hardware that is covered by a manufacturer's warranty, it will be the sole responsibility of the customer to contact the provider for break/fix resolution. In the event that a technician is dispatched for onsite service and the hardware is found to be covered by a manufacturer's warranty, appropriate fees for the technician's travel and service will apply. Regardless of warranty status, there will be no additional charge if the problem can be fixed remotely by the Helpdesk.
- ISP outages
- Hardware/Software/ISP vendor ticketing and management
- Application "How To" training
- Any request involving more than 5 workstations



## Statement of Work (Continued)

### Processing Client Requests

#### Chat & Telephone

Chats and calls are answered in the order in which they are received. If all technicians are busy the caller will be placed on hold in the call queue and will be transferred to a technician as soon as one becomes available.

The Service Desk will create or update a ticket for each call received, whether the issue is in or out of scope. For requests in scope, the Service Desk technician will attempt to work the issue to resolution. If there is a need for further investigation, the Service Desk will follow up with the caller once the investigation has been completed. When additional support is needed or the call is for a Project Request, the Service Desk will assign the ticket to the appropriate resource.

#### Emails

The Service Desk can receive service requests via email and will create tickets for new requests. Emails are processed in the order received, however, they should be limited to low priority issues as there can be up to a twenty-four hour response time.

For those requests requiring client interaction, a technician will contact the client within six hours of email receipt. For Desktop Project Requests and other requests that can be completed without client interaction, the email will be acknowledged within six hours. Desktop Project Requests will be completed by the next morning or within 24 hours as discussed above.

**For email requests to be processed, the following information must be included in the body of the email:**

- Requester's full name
- Client company name
- Call-back number(s)
- Detailed description of the issue

If this information is not in the email request such that the client cannot be determined from the return address, the Service Desk will be unable to create a ticket or contact the client so no further action can be taken.

#### Tickets

For Tickets created by Client, it is important to understand that no matter what priority is set, all tickets are handled in the order received. Incoming tickets will be placed in the Service Desk ticket queue and the client will be contacted within six hours.

## Statement of Work (Continued)

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### Client Call-Backs and Other Service Desk Outreach

The Client Contact Table describes when and how the Service Desk will proactively reach out to your clients and how no-contact situations will be handled. Outbound calls placed from the Service Desk will have a Caller ID of 866-520-6414 and will display "Technical Support". If there is no answer, the technician will leave a voicemail asking for the client to call the Service Desk at 866-520-6414.

Client Contact Table	
Scenario	Service Desk Actions
Service Desk needs to reach client to initiate work on an email or ticket, or  Service Desk began work on a call, but needed to conduct further research offline and is now ready to re-start work	<ul style="list-style-type: none"> <li>• Make 2 call attempts within 3 days using up to 2 available numbers per attempt (office, mobile) – voice messages are left</li> <li>• If client doesn't respond, Service Desk sends an email to client "We tried to reach you" and will not call back client further</li> </ul>
Service Desk completes work without client on phone (e.g., an email or Project Request)	<ul style="list-style-type: none"> <li>• Service Desk emails the client indicating the work is complete and invites reply or call back if the client is not fully satisfied</li> <li>• If no further client contact within 2 – 3 days, Service Desk will not contact the client further</li> </ul>
Service Desk is unable to complete scheduled work (e.g., AV scan scheduled after hours, Desktop Project Requests) NOTE: Occurs, for example, when workstations are not online and connected to the network or credentials are missing or invalid	<ul style="list-style-type: none"> <li>• Service Desk emails the client informing them of the problem and indicating they will try again the following night</li> <li>• If the second attempt is unsuccessful, Service Desk will not contact the client further</li> </ul>
Client stops work during a call with a Service Desk Technician (e.g., they must go to a meeting)	<ul style="list-style-type: none"> <li>• If the technician can continue to work the ticket without the client on the phone, they will do so</li> <li>• Otherwise, no further action will be taken unless the client calls back</li> <li>• If no call-back is received within 3 days, Service Desk will not contact the client further</li> </ul>

## Master Client Services Agreement Sharp Business Systems

This Master Client Services Agreement (this "Agreement") is between Sharp Electronics Corporation, a New York corporation, through its Sharp Business Systems division that maintains an office at 5241 California Ave Suite 100 Irvine, CA 92617 ("Company"), and Litigation Practice Group, a Legal that maintains an office for business at 1455 E Tropicana Ave Las Vegas, NV 89119 ("Client"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Client with information technology and hosting services as set forth in Schedule 1 or Statement of Work ("SOW") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services") and attached hereto. To be effective, each SOW (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of this Agreement. Each SOW is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the terms of this Agreement and any SOW, the terms of the Agreement shall control. Company shall perform all Services in accordance with the relevant standard practices for the managed service provider industry, as well as those service levels explicitly described in any relevant SOW.
- 2) **PAYMENT.** Unless otherwise stated in a SOW, Client will make payment within ten (10) days of invoice being due. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant SOW. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances, including but not limited to collection fees, filing fees and court costs.
- 3) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Tony Diab. Likewise, Client may designate one or more Authorized Contact(s) with respect to individual SOW. Each Authorized Contact shall be a point of contact for Company and shall be authorized to provide, modify and approve on Client's behalf, work direction, SOWs and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client that an Authorized Contact is no longer authorized to act on Client's behalf. If during the term of this Agreement, Client wishes to add or remove an Authorized Contact or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 4) **ACCESS TO PREMISES:** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company access to the Premises and further grants Company a payment-free license to provide the Services described in any SOW within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's failure or denial to Company of full and free access to Client's systems and components thereof, or Client's failure or denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.
- 5) **WARRANTIES; LIMITATIONS OF LIABILITY**
  - a) Any third party products provided to Client by Company, pursuant to this Agreement including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such Third Party Products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.
  - b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
  - c) Client warrants and represents that it shall not use any systems or processes made available by Company to Client for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).
  - d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SOW(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY SOW(S) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.
  - e) Company shall not be responsible for failures to provide service if any of the following issues exist that are unrelated to Company's actions or inactions: (a) Client network issues, (b) changes made to the Client network not communicated to the Company, (c) loss of Internet connectivity to the Client site for any reason, or (d) service failures that result from any actions or inactions of the Client contrary to the Company's recommendations.
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the grossly negligent acts or omissions, or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its officers, agents and employees from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services, provided however, that such Damages are the result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole.
- 7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"), provided Creating Party's IP is not made by using or referencing to the other party owned intellectual property rights. The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party.
- 8) **TERM AND TERMINATION**
  - a) Term. This Agreement shall remain in effect for a period of thirty six (36) month(s) beginning on the Effective Date.
  - b) Renewal: The Agreement shall automatically renew for an additional twelve (12) months at then current rates unless either party gives written notice not to renew at least ninety (90) days before the end of the term of this Agreement.
  - c) Default. In the event that one party (a "Defaulting Party") commits a material breach of this Agreement (including failure to make a payment) or a SOW, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within thirty (30) days following receipt of written notice from the non-Defaulting Party.
  - d) Equipment Removal. Upon termination or expiration of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any) and make necessary assistance therefor.
  - e) Transition. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond thirty (30) calendar days following the termination or expiration of this Agreement. Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.
  - f) Impact. Termination of a SOW shall not act as a termination of any other SOW or as a termination of this Agreement as a whole. Termination or expiration of this Agreement, however, shall act as a termination of all SOWs then pending, unless the parties agree otherwise in writing.
  - g) No Liability: Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for Damages arising from or related to, directly or indirectly, the termination of this Agreement for any reason by Company, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

## Master Client Services Agreement Sharp Business Systems

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### 9) UPTIME; REMEDIES

- a) **Uptime.** Company shall use commercially reasonable efforts to ensure that the Services are available to Client on a 99% monthly average basis ("Uptime") except during Scheduled Downtime (defined below), or due to client-side downtime (described below) or when outages or issues occur due to a force majeure event.
- b) **Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company, but which shall not occur between the hours of 8 AM and 6 PM Monday through Friday without Client's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use commercially reasonable efforts to provide Client with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) **Client-Side Downtime.** Notwithstanding any provision to the contrary, Company shall not be responsible for any delays or deficiencies in the Services to the extent that such delays or deficiencies are caused by Client's action or omissions. In the event that such delays or deficiencies occur, Company shall be permitted to extend any relevant deadline as Company deems necessary to accommodate such delays or deficiencies.
- d) **Remedies; Limitations.** If Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Client shall have the right to terminate this Agreement for cause by providing Company with thirty (30) days written notice of termination. The remedies contained in this paragraph and those in Section 8(c) above are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to Client for Company's failure to meet any service level during the term of this Agreement.
- e) **Exemption.** The parties acknowledge and agree that for the first thirty (30) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Client.

### 10) CONFIDENTIAL INFORMATION

- With respect to all confidential information disclosed under this Agreement by a disclosing party ("Disclosing Party") to a receiving party ("Receiving Party") ("Confidential Information"), the parties hereto agree as follows: (a.) the Receiving Party will not, without the prior written consent of Disclosing Party, disclose the Confidential Information to any third party and Receiving Party will take reasonable and customary precautions to prevent disclosure of such Confidential Information to any such third party; (b.) Receiving Party will make no use of the Confidential Information except to the extent necessary to perform the Services, and in no event will Receiving Party make any use of the Confidential Information for its own benefit or the benefit of any third party, and (c.) the confidentiality obligations of Receiving Party hereunder will terminate with respect to any particular portion of Confidential Information when Receiving Party can document any of the following: (i.) it was in the public domain at the time of Disclosing Party's communication thereof to Receiving Party, or it subsequently entered the public domain through no fault of Receiving Party, (ii.) it was in Receiving Party's possession free of any obligation of confidence at the time of Disclosing Party's communication thereof, or it was subsequently rightfully communicated to Receiving Party free of any obligation of confidence, or (iii.) it has been communicated by Disclosing Party to a third party free of any obligation of confidence. If Receiving Party is requested or required pursuant to a court order or subpoena or in any legal or administrative proceeding to disclose any Confidential Information, Receiving Party will promptly notify Disclosing Party of such request or requirement so that Disclosing Party may obtain an appropriate protective order. Each party will exercise commercially reasonable efforts to cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. The Receiving Party shall ensure that all of its personnel agrees to protect the other party's Confidential Information in accordance with this provision.

### 11) MISCELLANEOUS

- a) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred, provided such assignee expressly assumes the assignor's obligations hereunder.
- b) **Amendment.** No amendment or modification of this Agreement or any SOW (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing and is signed by each party.
- c) **Time Limitations.** The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any SOW must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- d) **Severability.** If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW shall be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms.** Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.
- f) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement or the granting of an extension of the time for performance shall not constitute an Agreement to waive such terms with respect to any other occurrences.
- g) **Merger.** This Agreement, together with any SOW(s), sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) **Force Majeure.** Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God or any other events beyond the reasonable control of Company.
- i) **Insurance.** Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.
- j) **Governing Law; Venue.** This Agreement and any SOW shall be governed by, and construed according to, the laws of the State of New Jersey. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Essex and Bergen Counties, in the State of New Jersey, for any and all claims and causes of action arising from or related to this Agreement.
- k) **Waiver of Jury Trial.** THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY for any and all claims and causes of action arising from or related to this Agreement.
- l) **No Third Party Beneficiaries.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- m) **Usage in Trade.** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.
- n) **Business Day.** If any time period set forth in this Agreement expires on a day other than a business day in Bergen County, New Jersey, such period shall be extended to and through the next succeeding business day in Bergen County, New Jersey.
- o) **Notices.** Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address as the parties may designate from time to time.
- p) **Independent Contractor.** Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- q) **Subcontractors.** Company may subcontract or delegate part or all of the Services to one or more third parties.
- r) **Counterparts.** The parties may execute and deliver this Agreement and any SOW in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

## Master Client Services Agreement Sharp Business Systems

C93B4F8D-4710-3387-803F-C752E8810C22

- s) **Export.** Client will comply with applicable import, export control and economic sanction laws and regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain sanctioned countries and users, and for certain prohibited end uses, including, but not limited to, nuclear facilities, space or missile systems, and weapons systems (whether chemical, biological, or otherwise). Client agrees to comply with all such laws, regulations, orders, and policies.
- t) **Taxes.** Client will pay all taxes (if any) and assessments levied or payable as a result of ownership, sale, rental, use, or possession of delivered, installed, or repaired machines, accessories, and supplies.
- u) **Non-Interference.** Client agrees that it will not interfere with or attempt to impair any business relationship between Company and any third party. Client will not attempt, either directly or indirectly, to solicit, entice, hire, or otherwise induce any employee of Company to terminate its employee relationship with the Company for twelve (12) months following the termination or expiration of this Agreement.
- v) **Derivative Works:** Client shall not (i) modify, copy or create derivative works based on the software; (ii) frame or mirror any content forming part of the software or Services, other than on Client's own intranets or otherwise for its own internal business purposes; or (iii) reverse engineer the software.
- w) **Parts Ownership.** All warranty service parts removed from the Client's devices become the property of the Company. Any warranty service parts removed from devices covered under this contract and retained by the Client will be purchased by the Client at current retail prices.
- x) **Additions and Substitutions.** Additions and Substitutions as related to the network, will need pre-approval by Company and may increase prices.

The terms and conditions of the **Master Client Services** apply in full to the services and products provided under the Statement of Work. **IN WITNESS THEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

### AGREED AND ACCEPTED

Date:

6/30/2021

Sharp Business Systems

By:

Name:

Position:

DocuSigned by:

Mark Videll

25580FF832B04DE...

Date:

6/30/2021

Client:

By:

Name:

Position:

DocuSigned by:

Tony Diab

242CC5001A23474...

DocuSign

### Certificate of Completion

Envelope Id: 669E8FCF36CF4F3F986CFE27FF7152A5

Status: Completed

Subject: Documents for your DocuSign Signature - 30 User add for Las Vegas

Source Envelope:

Document Pages: 17

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mark Vedel

AutoNav: Enabled

Mark.Vedel@SharpUSA.Com

Envelope Stamping: Enabled

IP Address: 13.110.6.8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

### Record Tracking

Status: Original

Holder: Mark Vedel

Location: DocuSign

6/30/2021 3:32:32 PM

Mark.Vedel@SharpUSA.Com

### Signer Events

Tony Diab

admin@litigationpracticegroup.com

Managing Shareholder

Security Level: Email, Account Authentication  
(None)

### Signature

DocuSigned by:

  
242CC5801A23474...

Signature Adoption: Pre-selected Style

Using IP Address: 64.147.18.130

### Timestamp

Sent: 6/30/2021 3:33:47 PM

Viewed: 6/30/2021 3:34:06 PM

Signed: 6/30/2021 3:34:12 PM

### Electronic Record and Signature Disclosure:

Accepted: 6/5/2021 2:02:43 AM

ID: 5eeea675-87c6-45e6-aa41-b3f355f47c76

Mark Vedel

mark.vedel@sharpusa.com

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
25580FF832B34DE...

Signature Adoption: Pre-selected Style

Using IP Address: 198.72.238.43

Sent: 6/30/2021 3:34:14 PM

Viewed: 6/30/2021 3:42:03 PM

Signed: 6/30/2021 3:42:12 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Corey Bell-Wheelans

corey.bell-wheelans@sharpusa.com

Sharp

Security Level: Email, Account Authentication  
(None)

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### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**Carbon Copy Events****Status****Timestamp**

Sarah Razi

sarah.razi@sharppusa.com

Branch Sales Manager

Sharp Business Systems of Southern California

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**COPIED**

Sent: 6/30/2021 3:42:14 PM

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/30/2021 3:33:47 PM

Certified Delivered

Security Checked

6/30/2021 3:42:03 PM

Signing Complete

Security Checked

6/30/2021 3:42:12 PM

Completed

Security Checked

6/30/2021 3:42:14 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**



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### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Sharp:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kirk.puterbaugh@sharpusa.com](mailto:kirk.puterbaugh@sharpusa.com)

**To advise Sharp of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kirk.puterbaugh@sharpusa.com](mailto:kirk.puterbaugh@sharpusa.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Sharp**

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**To withdraw your consent with Sharp**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [kirk.puterbaugh@sharpusa.com](mailto:kirk.puterbaugh@sharpusa.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### **Required hardware and software**

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sharp as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sharp during the course of your relationship with Sharp.



**SHARP BUSINESS SYSTEMS**

**Prepared For:**

Tony Diab  
admin@litigationpracticegroup.com  
Litigation Practice Group  
1351 Calle Avanzado  
San Clemente, California 92673  
(949) 715-0644

**Effective Date:**  
**9/1/2021**

**Contract Length**  
**3 Year(s)**

**Prepared By:**

Corey Bell-Wheelans  
SBS Southern California (Irvine)  
5241 California Ave Suite 100  
Irvine, CA 92617  
888-258-2802

5817471C-02F1-4B3D-9E56-5261A2AB0007

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Desktop Services	MNS-DMSD-BH	Desktop Management with Business Hour Help Desk (Business Hour Helpdesk, Microsoft Patching, Endpoint Protection License and Management, Monthly Report)	210	Monthly	\$ 45.00	\$ 9,450.00
2	Security Packages	MNSMISCSUBSC RIPT-CySecWKS	Detect & Respond & Profile and Protect (requires RMM Agent) - Workstations Threat monitoring and analysis, Threat detection, response and remediation Profiling Endpoints ~ User Awareness Training	210	Monthly	\$ 25.00	\$ 5,250.00
3	Other Monthly Services	MNSMISCSUBSC RIPT-BEC-LP	Barracuda Essentials Complete - Spam Email Filtering & Office 365 Backups & Last Pass	260	Monthly	\$ 9.50	\$ 2,470.00
4	Other Monthly Services	MNSMISCSUBSC RIPT-Firewall	Firewall - SonicWall Security-as-a-Service - Stop viruses, spyware, worms, Trojans, key loggers, and more.	1	Monthly	\$ 355.00	\$ 355.00
5	Other Monthly Services	MNSMISCSUBSC RIPT-O365E3	Office 365 E3 License, Email with Encryption on Microsoft platform	260	Monthly	\$ 20.00	\$ 5,200.00
6	Other Monthly	MNSMISCSUBSC RIPT-PROJPE	Microsoft Project Plan Elite License	6	Monthly	\$ 30.00	\$ 180.00
7	Other Monthly Services	MNSMISCSUBSC RIPT-ADPP1	Active Directory Premium P1	1	Monthly	\$ 6.00	\$ 6.00
8	Other Monthly Services	MNSMISCSUBSC RIPT-PBIP	Microsoft Power BI Pro License	3	Monthly	\$ 10.00	\$ 30.00
9	Other Monthly Services	MNSMISCSUBSC RIPT-O365E1	Microsoft Office 365 E1 License	52	Monthly	\$ 8.00	\$ 416.00
10	Other Monthly Services	MNSMISCSUBSC RIPT-EOP2	Exchange Online Plan 2	1	Monthly	\$ 8.00	\$ 8.00
<b>Project Labor Estimate</b>							<b>\$ -</b>
<b>Monthly Estimate</b>							<b>\$ 23,365.00</b>
<b>Hardware/ Software Estimate</b>							<b>\$ -</b>

**Comments**

DocuSigned by:	DocuSigned by:
9/1/2021	9/1/2021
Customer Authorizing Signature	Sharp Authorizing Signature
Date	Date

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$165 per hour plus a travel fee, (see travel fee chart) will apply for each incident. Taxes may apply. Shipping fees may apply.

**LPG License Worksheet (Tustin+)-090121**

**LPG1000.11 - Existing**

Line #	Description	QTY	Unit Cost	Extended Price
Line 1	BHHD	210	\$ 45.00	\$ 9,450.00
Line 2	Cybersecurity	210	\$ 25.00	\$ 5,250.00
Line 3	Barracuda	225	\$ 9.50	\$ 2,137.50
Line 4	SECaaS	1	\$ 355.00	\$ 355.00
Line 5	O365 E3 Licenses	225	\$ 20.00	\$ 4,500.00
Line 6	Project Plan 3 Elite	6	\$ 30.00	\$ 180.00
Line 7	AD Premium P1	1	\$ 6.00	\$ 6.00
Line 8	Power BI Pro	3	\$ 10.00	\$ 30.00
Line 9	M365 E1 Licenses	52	\$ 8.00	\$ 416.00
Line 10	Exchange Online Plan 2	1	\$ 8.00	\$ 8.00
				<b>\$ 22,332.50</b>

**LPG1000.11 - New**

Line #	Description	QTY	Unit Cost	Extended Price
Line 1	BHHD	210	\$ 45.00	\$ 9,450.00
Line 2	Cybersecurity	210	\$ 25.00	\$ 5,250.00
Line 3	Barracuda	260	\$ 9.50	\$ 2,470.00
Notes	(added 35 more licenses)			
Line 4	SECaaS	1	\$ 355.00	\$ 355.00
Line 5	O365 E3 Licenses	260	\$ 20.00	\$ 5,200.00
Notes	(added 35 more licenses)			
Line 6	Project Plan 3 Elite	6	\$ 30.00	\$ 180.00
Line 7	AD Premium P1	1	\$ 6.00	\$ 6.00
Line 8	Power BI Pro	3	\$ 10.00	\$ 30.00
Line 9	M365 E1 Licenses	52	\$ 8.00	\$ 416.00
Line 10	Exchange Online Plan 2	1	\$ 8.00	\$ 8.00
				<b>\$ 23,365.00</b>

**Total Increase = \$ 1,032.50**

**DocuSign**

### Certificate Of Completion

Envelope Id: 06173A917A78419580D29D2D82599E8C Status: Completed  
Subject: Documents for your DocuSign Signature - LPG1000.11-BHHD Cyber Sec 8-26-2021 - License Increase  
Source Envelope:  
Document Pages: 2 Signatures: 2 Envelope Originator:  
Certificate Pages: 5 Initials: 0 Mark Vedel  
AutoNav: Enabled Mark.Vedel@SharpUSA.Com  
Enveloped Stamping: Enabled IP Address: 13.110.6.8  
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

### Record Tracking

Status: Original Holder: Mark Vedel Location: DocuSign  
9/1/2021 5:25:03 PM Mark.Vedel@SharpUSA.Com

### Signer Events

Tony Diab  
admin@litigationpracticegroup.com  
Managing Shareholder  
Security Level: Email, Account Authentication  
(None)

### Signature

DocuSigned by:  
  
242CC5601A23474...  
Signature Adoption: Pre-selected Style  
Using IP Address: 8.46.75.8

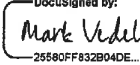
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Viewed: 9/1/2021 9:48:58 PM  
Signed: 9/1/2021 9:49:12 PM

### Electronic Record and Signature Disclosure:

Accepted: 6/5/2021 2:02:43 AM  
ID: 5e66a675-87c6-45e6-aa41-b3f355f47c76

Mark Vedel  
mark.vedel@sharpusa.com  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
25580FF832B04DE...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.72.238.43

Sent: 9/1/2021 9:49:14 PM  
Viewed: 9/1/2021 10:02:43 PM  
Signed: 9/1/2021 10:02:49 PM

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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Corey Bell-Wheelans  
corey.bell-wheelans@sharpusa.com  
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### Witness Events

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### Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/1/2021 5:26:11 PM
Certified Delivered	Security Checked	9/1/2021 10:02:43 PM
Signing Complete	Security Checked	9/1/2021 10:02:49 PM
Completed	Security Checked	9/1/2021 10:02:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**To advise Sharp of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kirk.puterbaugh@sharpusa.com](mailto:kirk.puterbaugh@sharpusa.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kirk.puterbaugh@sharpusa.com](mailto:kirk.puterbaugh@sharpusa.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Sharp**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kirk.puterbaugh@sharpusa.com](mailto:kirk.puterbaugh@sharpusa.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sharp as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sharp during the course of your relationship with Sharp.





**SHARP BUSINESS SYSTEMS**

**Prepared For:**

Tony Diab  
admin@litigationpracticegroup.com  
Litigation Practice Group  
1455 E Tropicana Ave  
Las Vegas, NV 89119  
(949) 715-0644

**Effective Date:**  
**10/1/2021**

**Contract Length**  
**3 Year(s)**

**Prepared By:**

Corey Bell-Wheelans  
SBS Southern California (Irvine)  
5241 California Ave Suite 100  
Irvine, CA 92617  
888-258-2802

C9 BAF8D-A4DC-4A67-80F-C78C348DC17

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Desktop Services	MNS-DM	Desktop Management (Microsoft Patching, Endpoint Protection License and Management, Monthly Report)	90	Monthly	\$ 20.00	\$ 1,800.00
2	Security Packages	MNSMISCSUBSC RIPT-CySecWKS	Detect & Respond & Profile and Protect (requires RMM Agent) - Workstations Threat monitoring and analysis, Threat detection, response and remediation Profiling Endpoints ~ User Awareness Training	90	Monthly	\$ 25.00	\$ 2,250.00
3	Other Monthly Services	MNSMISCSUBSC RIPT-BEC	Barracuda Essentials Complete - Spam Email Filtering & Office 365 Backup	90	Monthly	\$ 6.50	\$ 585.00
4	Other Monthly Services	MNSMISCSUBSC RIPT-Firewall	Firewall - SonicWall Security-as-a-Service - Stop viruses, spyware, worms, Trojans, key loggers, and more.	1	Monthly	\$ 355.00	\$ 355.00
5	Other Monthly Services	MNSMISCSUBSC RIPT-O365E3	Office 365 E3 License, Email with Encryption on Microsoft platform	90	Monthly	\$ 20.00	\$ 1,800.00
6							
7							
8							
9							
10							
<b>Project Labor Estimate</b>							<b>\$</b>
<b>Monthly Estimate</b>							<b>\$ 6,790.00</b>
<b>Hardware/ Software Estimate</b>							<b>\$</b>

**Comments**

DocuSigned by:	DocuSigned by:
<i>Tony Diab</i>	<i>Mark Videl</i>
9/27/2021	9/27/2021
Customer Authorizing Signature	Sharp Authorizing Signature
Date	Date

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$165 per hour plus a travel fee, (see travel fee chart) will apply for each incident. Taxes may apply. Shipping fees may apply.

Las Vegas - Months Left on Contract

End Date	Current date	Months Left
7/1/2024	9/23/2021	33

LPG License Worksheet - Las Vegas

LPG2000.2-BHHD Cyber Sec 7-16-2021-Las Vegas - EXISTING

Line #	Description	QTY	Unit Cost	Extended Price
Line 1	BHHD	90	\$ 45.00	\$ 4,050.00
Line 2	Cybersecurity	90	\$ 25.00	\$ 2,250.00
Line 3	Barracuda w/Last Pass	90	\$ 9.50	\$ 855.00
Line 4	SECaaS	1	\$ 355.00	\$ 355.00
Line 5	O365 E3 Licenses	90	\$ 20.00	\$ 1,800.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ 9,310.00

LPG2000.3-RMM Cyber Sec 9-23-2021-Las Vegas - NEW

Line #	Description	QTY	Unit Cost	Extended Price
Line 1	RMM	90	\$ 20.00	\$ 1,800.00
<i>Notes - Removed Help Desk and Reduced Price</i>				
Line 2	Cybersecurity	90	\$ 25.00	\$ 2,250.00
Line 3	Barracuda	90	\$ 6.50	\$ 585.00
<i>Notes - Removed Last Pass and Reduced Price</i>				
Line 4	SECaaS	1	\$ 355.00	\$ 355.00
Line 5	O365 E3 Licenses	90	\$ 20.00	\$ 1,800.00
				\$ 6,790.00

Total Decrease = \$ 2,520.00



SHARP BUSINESS SYSTEMS

**Prepared For:**

Tony Diab  
admin@litigationpracticegroup.com  
Litigation Practice Group  
1351 Calle Avanzado  
San Clemente, California 92673  
(949) 715-0644

**Effective Date:**  
**1/1/2021**

**Contract Length**  
**3 Year(s)**

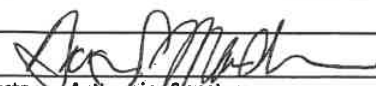
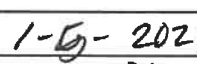
**Prepared By:**

Corey Bell-Wheelans  
SBS Southern California (Irvine)  
5241 California Ave Suite 100  
Irvine, CA 92617  
888-258-2802

**Schedule #1**

#	Item Type	Item #	Description	Qty.	Billing	Price	Extended Price
1	Desktop Services	MNS-DMSD-BH	Desktop Management with Business Hour Help Desk (Business Hour Helpdesk, Microsoft Patching, Endpoint Protection License and Management, Monthly Report)	35	Monthly	\$ 45.00	\$ 1,575.00
2	Security Packages	MNSMISCSUBSC RIPT-CySecWKS	Detect & Respond & Profile and Protect (requires RMM Agent) - Workstations Threat monitoring and analysis, Threat detection, response and remediation Profiling Endpoints ~ User Awareness Training	35	Monthly	\$ 25.00	\$ 875.00
3	Other Monthly Services	MNSMISCSUBSC RIPT-BEC-LP	Barracuda Essentials Complete - Spam Email Filtering & Office 365 Backups & Last Pass	35	Monthly	\$ 9.50	\$ 332.50
4	Other Monthly Services	MNSMISCSUBSC RIPT-Firewall	Firewall - SonicWall Security-as-a-Service - Stop viruses, spyware, worms, Trojans, key loggers, and more.	1	Monthly	\$ 355.00	\$ 355.00
5	Other Monthly Services	MNSMISCSUBSC RIPT-O365E3	Office 365 E3 License, Email with Encryption on Microsoft platform	35	Monthly	\$ 20.00	\$ 700.00
6							
7							
8							
9							
10							
Project Labor Estimate							\$ -
Monthly Estimate							\$ 3,837.50
Hardware/ Software Estimate							\$ -

**Comments**



  
 Customer Authorizing Signature Date 1-5-2021 Sharp Authorizing Signature Nick Dreyfus Date 1-5-2021

We offer onsite technical support between 8:00AM and 5:00PM on standard work days at a rate of \$165 per hour plus a travel fee, (see travel fee chart) will apply for each incident. Taxes may apply. Shipping fees may apply.

# EXHIBIT C



**Sharp Business Systems**  
8670 Argent Street  
SANTEE CA 92071  
USA

Page 1 of 1

Date: 11/16/2023  
Customer: 8001851

## Customer Statement

**LITIGATION PRACTICE GROUP PLC**  
**DIP**  
**17542 E 17TH ST STE 100**  
**TUSTIN CA 92780**  
**USA**

DUNS #: 00-181-8012  
If there are any questions, please contact your Credit rep:  
**SBS Trade A/R - Legal**

Document Date	Invoice	Reference	Due Date	Amount	Days Due
04/01/2023	9004280147	9004280147	06/01/2023	221.10	168
04/01/2023	9004280153	9004280153	06/01/2023	52.03	168
04/01/2023	9004286674	9004286674	06/01/2023	1,027.42	168
04/01/2023	9004303367	9004303367	06/01/2023	6,790.00	168
04/01/2023	9004305087	9004305087	06/01/2023	18,691.25	168
05/01/2023	9004319866	9004319866	07/01/2023	18,691.25	138
05/01/2023	9004319871	9004319871	07/01/2023	40.88	138
05/01/2023	9004319872	9004319872	07/01/2023	6,790.00	138
05/01/2023	9004332001	9004332001	07/01/2023	1,027.42	138
06/01/2023	9004359598	9004359598	08/01/2023	18,691.25	107
06/01/2023	9004359605	9004359605	08/01/2023	47.01	107
06/01/2023	9004359611	9004359611	08/01/2023	6,790.00	107
06/01/2023	9004375341	9004375341	08/01/2023	1,027.42	107
07/01/2023	9004405328	9004405328	09/01/2023	18,691.25	76
07/01/2023	9004405336	9004405336	09/01/2023	6,790.00	76
07/01/2023	9004414800	9004414800	09/01/2023	1,027.53	76
07/01/2023	9004475246	9004475246	09/30/2023	6.83	47
08/01/2023	9004445734	9004445734	10/01/2023	18,227.80	46
08/01/2023	9004445762	9004445762	10/01/2023	6,790.00	46
08/01/2023	9004454545	9004454545	10/01/2023	1,027.53	46
08/01/2023	9004475247	9004475247	10/01/2023	19.24	46
<b>Total Amount Due</b>				<b>132,467.21</b>	

31-60 Days	26,071.40
61-90 Days	26,508.78
Over 90 Days	79,887.03
<b>Total Past Due</b>	<b>132,467.21</b>

**Remit To:**  
**SHARP ELECTRONICS CORP.**  
**DBA SHARP BUSINESS SYSTEMS**  
Dept. LA 21565  
Pasadena, CA 91185-1565

Or Make Payment At:  
<https://secure.versapay.com/payables/sharpusa/signup>

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Musick, Peeler & Garrett LLP, 333 S. Hope Street, Suite 2900, Los Angeles, California 90071

A true and correct copy of the foregoing document entitled **MOTION OF SHARP ELECTRONICS CORPORATION, PURSUANT TO 11 U.S.C. § 503(b) FOR ALLOWANCE OF AN ADMINISTRATIVE CLAIM; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATIONS OF DALE WEDGE AND CHRIS PATTERSON** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On November 28, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

■ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On November 28, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

■ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

■ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

November 28, 2023  
Date

Anita S. Lee  
Printed Name

/s/ Anita S. Lee  
Signature



**Attachment to**

**PROOF OF SERVICE OF DOCUMENT**

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

Eric Bensamochan eric@eblawfirm.us, G63723@notify.cincompass.com  
Peter W Bowie peter.bowie@dinsmore.com, caron.burke@dinsmore.com  
Ronald K Brown ron@rkbrownlaw.com  
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Randall Baldwin Clark rbc@randallbclark.com  
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Adam D Stein-Sapir info@pflc.com  
Howard Steinberg steinbergh@gtlaw.com, pearsallt@gtlaw.com; NEF-BK@gtlaw.com; howard-steinberg-  
6096@ecf.pacerpro.com  
Andrew Still astill@swlaw.com, kcollins@swlaw.com  
United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov  
Sharon Z. Weiss sharon.weiss@bclplaw.com, raul.morales@bclplaw.com, REC\_KM\_ECF\_SMO@bclplaw.com  
Johnny White JWhite@wrslawyers.com, jlee@wrslawyers.com

**II. SERVED BY UNITED STATES MAIL:**

**Judge (U.S. Mail)**

Hon. Scott C. Clarkson  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5130  
Santa Ana, CA 92701

**Debtor (U.S. Mail)**

The Litigation Practice Group P.C.  
17542 17th St  
Suite 100  
Tustin, CA 92780

**Parties Requesting Notice (U.S. Mail)**

Melina Beltran  
22700 Lake Forest Dr, Apt 131  
Lake Forest, CA 92630

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Los Angeles, CA 90071

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Los Angeles, CA 90067

Melissa A Wilkes  
8888 Keystone Crossing Pkwy Ste 300  
Indianapolis, IN 46240

**III. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method  
for each person or entity served):

None.